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**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

In re:

CAREISMATIC BRANDS, LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 24-10561 (VFP)

(Jointly Administered)

**NOTICE OF FILING OF AMENDED PLAN SUPPLEMENT FOR
THE SECOND AMENDED JOINT PLAN OF REORGANIZATION OF
CAREISMATIC BRANDS, LLC AND ITS DEBTOR AFFILIATES PURSUANT TO
CHAPTER 11 OF THE BANKRUPTCY CODE (FURTHER TECHNICAL MODIFICATIONS)**

PLEASE TAKE NOTICE that, in accordance with the *Second Amended Joint Plan of Reorganization of Careismatic Brands, LLC and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code (Further Technical Modifications)* [Docket No. 744] (as may be amended or modified from time to time and including all exhibits and supplements thereto, the “Plan”),² on May 16, 2024, the above-captioned debtors and debtors in possession (collectively, the “Debtors”)

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://www.donlinrecano.com/careismatic>. The location of Debtor Careismatic Brands, LLC’s principal place of business and the Debtors’ service address in these chapter 11 cases is: 1119 Colorado Avenue, Santa Monica, California 90401.

² Capitalized terms used but not defined in herein have the meanings given to them in the Plan.

filed the *Plan Supplement for the Second Amended Joint Plan of Reorganization of Careismatic Brands, LLC and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code (Technical Modifications)* [Docket No. 698] (the “Plan Supplement”) with the United States Bankruptcy Court for the District of New Jersey (the “Court”).

PLEASE TAKE FURTHER NOTICE that the Debtors hereby file this amendment to the Plan Supplement (this “Amended Plan Supplement”) in support of the Plan.

PLEASE TAKE FURTHER NOTICE that this Amended Plan Supplement includes current drafts of the following documents (certain of which continue to be negotiated pursuant to the terms of the Plan by the Debtors and the Consenting Stakeholders), as may be modified, amended, or supplement from time to time:

- | | |
|--------------------|---|
| Exhibit A | New Organizational Documents |
| Exhibit A-1 | Redline to New Organizational Documents Filed May 16, 2024 |
| Exhibit B | Identities of the Members of the New Board |
| Exhibit E | Restructuring Steps Plan |
| Exhibit F | Schedule of Assumed Executory Contracts and Unexpired Leases |
| Exhibit F-1 | Redline to Schedule of Assumed Executory Contracts and Unexpired Leases Filed May 16, 2024 |
| Exhibit G | Schedule of Rejected Executory Contracts and Unexpired Leases |
| Exhibit G-1 | Redline to Schedule of Rejected Executory Contracts and Unexpired Leases Filed May 16, 2024 |

PLEASE TAKE FURTHER NOTICE that the Debtors reserve all rights, with the consent of any applicable counterparties to the extent required under the Plan and/or the RSA, to alter, amend, modify, or supplement this Amended Plan Supplement and any of the documents contained herein in accordance with the terms of the Plan; *provided* that if any document in this Amended Plan Supplement is altered, amended, modified, or supplemented in any material respect, the Debtors will file a redline of such document with the Court. The final version of any such document may contain material differences from the version filed herewith.

PLEASE TAKE FURTHER NOTICE that the documents contained in this Amended Plan Supplement are integral to, and are considered part of, the Plan. If the Plan is approved, the documents contained in this Amended Plan Supplement will be approved by the Court pursuant to the Confirmation Order.

PLEASE TAKE FURTHER NOTICE that the Debtors will seek confirmation of the Plan at the Confirmation Hearing to be held before the Honorable Vincent F. Papalia, United States Bankruptcy Court for the District of New Jersey, 50 Walnut Street, 3rd Floor, Newark, New Jersey 07102, Courtroom 3B, on **May 30, 2024, at 10:00 a.m. (prevailing Eastern Time)**.

PLEASE TAKE FURTHER NOTICE that copies of all documents filed in these chapter 11 cases may be obtained free of charge by visiting the website of Donlin, Recano & Company, Inc. at <https://www.donlinrecano.com/careismatic>. You may also obtain copies of any pleadings by visiting the Court's website at <https://www.njb.uscourts.gov> in accordance with the procedures and fees set forth therein.

[Remainder of page intentionally left blank]

Dated: May 29, 2024

/s/ Michael D. Sirota

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**AMENDED PLAN SUPPLEMENT
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AND ITS DEBTOR AFFILIATES PURSUANT TO CHAPTER 11
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¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://www.donlinrecano.com/careismatic>. The location of Debtor Careismatic Brands, LLC's principal place of business and the Debtors' service address in these chapter 11 cases is: 1119 Colorado Avenue, Santa Monica, California 90401.

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¹ Capitalized terms used but not defined in herein have the meanings given to them in the Plan.

Exhibit A

New Organizational Documents

This **Exhibit A** includes the following New Organizational Documents of the Post-Effective Date Debtors:

Exhibit A(i): New Limited Liability Company Agreement

Certain documents, or portions thereof, contained or to be contained in this **Exhibit A** and this Amended Plan Supplement remain subject to continued review, as applicable, by the Debtors and the Required Consenting First Lien Lenders, and the final version of any such document may contain material differences from the version filed herewith. The respective rights of the Debtors and the Required Consenting First Lien Lenders, as applicable, are expressly reserved, subject to the terms and conditions set forth in the Plan and the RSA, to alter, amend, modify, or supplement this Amended Plan Supplement and any of the documents contained herein in accordance with the terms of the Plan, or by order of the Court; *provided* that if any document in this Amended Plan Supplement is altered, amended, modified, or supplemented in any material respect prior to the Confirmation Hearing, the Debtors will file a redline of such document with the Court.

Exhibit A(i)

New Limited Liability Company Agreement

AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

OF

[REORGANIZED CAREISMATIC BRANDS, LLC]

Dated as of [●]

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ANNEX I REGISTRATION RIGHTS

SCHEDULE I COMPETITORS

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EXHIBIT A	CERTIFICATE OF FORMATION
EXHIBIT B	INTERESTS OF MEMBERS
EXHIBIT C	CAPITAL CONTRIBUTIONS
EXHIBIT D	FORM OF JOINDER AGREEMENT
EXHIBIT E	FORM OF WARRANT

AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT
OF REORGANIZED CAREISMATIC BRANDS, LLC

This Amended and Restated Limited Liability Company Agreement of [Reorganized Careismatic Brands, LLC] (the “Company”) is made as of [●], 2024 (the “Effective Date”), by and among the Members listed on the signature pages hereto. Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in Section 1.1.

Recitals

WHEREAS, on [●], the Company was formed as a limited liability company pursuant to the Act, by causing to be filed a Certificate of Formation of the Company, attached hereto as Exhibit A (the “Certificate”), with the office of the Secretary of State of the State of Delaware;

WHEREAS, [●] is party to the limited liability company agreement of the Company, dated as of [●] (the “Original Agreement”);

WHEREAS, Careismatic Brands, LLC, along with each of its Affiliates (the “Debtors”), commenced voluntary reorganization cases (the “Chapter 11 Cases”) under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101-1532 in the United States Bankruptcy Court, District of New Jersey, pursuant to a Restructuring Support Agreement by and between the Debtors and certain Holders of Allowed First Lien Claims, filed January 23, 2024 (the “RSA”), which sets forth the plan of reorganization (the “Plan”);

WHEREAS, the Company was formed for the purpose of reorganizing Careismatic Brands, LLC and its affiliates, and in connection therewith and pursuant to the Plan and the Confirmation Order (as applicable), on the “Effective Date” under the Plan (i) the Holders of Allowed First Lien Claims will receive common equity in [Reorganized Careismatic Brands Grandparent, LLC] (the “Grandparent Equity”) and immediately thereafter pursuant to the Plan, the Holders of Allowed First Lien Claims will contribute the Grandparent Equity to this Company in exchange for Common Interests, and (ii) the Holders of Second Lien Claims will receive warrants to purchase Grandparent Equity (the “Grandparent Warrants”), and immediately thereafter pursuant to the Plan, the Holders of Second Lien Claims will contribute the Grandparent Warrants to the Company, and in exchange, the Company will issue warrants in the form attached hereto as Exhibit E to the Holders of Second Lien Claims (the “Warrants”) that entitle the holders thereof to acquire an additional eight and one half percent (8.5%) of the Common Interests, in the aggregate, exercisable at a share price that assumes a transaction enterprise value of \$818,000,000 (collectively, the “Transaction”);

WHEREAS, the Company and the Members desires to amend and restate the Original Agreement in its entirety, and pursuant to the Plan, this Agreement shall become effective as of the date hereof.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Members hereby agree as follows:

Article I
Defined Terms

1.1 Definitions. The following terms shall have the following meanings as used in this Agreement:

“Accelerated Acquirer” shall have the meaning set forth in Section 5.6(g).

“Act” shall mean the Delaware Limited Liability Company Act, 6 Del. C. § 18-101 et seq., as amended and in effect from time to time and any successor statute.

“Additional Capital Contribution” shall have the meaning set forth in Section 3.2(a).

“Adjusted Capital Account” means, with respect to any Member, the balance in such Member’s Capital Account as of the end of the relevant Fiscal Year or portion thereof, after:

(a) crediting to such Capital Account any amounts that such Member is obligated to restore to the Company pursuant to the terms of this Agreement or is deemed to be obligated to restore pursuant to the penultimate sentences of Regulation § 1.704-2(g)(1) and (i)(5); and

(b) debiting from such Capital Account the items described in Regulation § 1.704-1(b)(2)(ii)(d)(4), (5), and (6).

The foregoing definition of “Adjusted Capital Account” is intended to comply with the provisions of Regulation § 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

“Affiliate” shall mean, with respect to a specified Person, a Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the Person specified, including a Related Fund of such Person; provided that for purposes of this Agreement, no Member shall be deemed an Affiliate of the Company or any of its Subsidiaries. For purposes of this definition, the term “control” (including the terms “controlling”, “controlled by” and “under common control with”) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise. For purposes of this Agreement, Jefferies LLC and its Affiliates shall be deemed to be Affiliates of Jefferies Finance LLC and its Affiliates.

“Agreement” shall mean this Limited Liability Company Operating Agreement, including all annexes and exhibits hereto, as amended, restated or supplemented from time to time in accordance with the terms hereof.

“Allocated Share” shall have the meaning set forth in Section 5.7(a).

“Available Cash” at the time of any proposed distribution shall mean the excess, as determined by the Board, of (a) all unrestricted cash and cash equivalents then held by the Company to the extent not otherwise required to pay the Company’s expenses that have then accrued and are due and owing and all outstanding and unpaid current obligations of the Company as of such time over (b) the amount of reserves established by the Company in accordance with Section 4.3.

“Award Agreement” means any agreement that the Company may enter into with any of its officers, directors, consultants or employees on or after the date hereof in connection with any management incentive plan approved by the Board and adopted in accordance with this Agreement pursuant to which the Company grants such individuals, directly or indirectly, interests in Management Incentive Interests.

“Banking Laws” shall mean all laws, statutes, rules, regulations, regulatory guidance, ordinances and other pronouncements having the effect of law applicable to a Regulated Holder, including the U.S. Bank Holding Company Act and its implementing regulations and rules, 12 U.S.C. § 1841 et seq.

“Bankruptcy” shall have the meaning ascribed thereto in Sections 18-101(1) and 18-304 of the Act.

“Barclays” shall mean Barclays Bank PLC.

“Board” shall have the meaning set forth in Section 6.1(a).

“Business Day” shall mean any day other than a Saturday, Sunday or another day on which commercial banks in New York are required or permitted under applicable laws or regulations to close.

“Capital Account” means with respect to each Member the account established and maintained for such Member on the books of the Company in compliance with Regulation §§ 1.704-1(b)(2)(iv) and 1.704-2, as amended.

“Capital Contribution” shall mean, at any date, the amount of all capital contributions contributed by a Member to the Company in its capacity as such at or prior to such date, which may be in the form of cash or property.

“CEO Director” shall have the meaning set forth in Section 6.2(a).

“Certificate” shall have the meaning set forth in the recitals.

“Chairman” shall have the meaning set forth in Section 6.8(c).

“Chapter 11 Cases” shall have the meaning set forth in the recitals.

“Chief Executive Officer” shall mean the chief executive officer of the Company.

“Claim” has the meaning ascribed to it in section 101(5) of the Bankruptcy Code.

“Code” means the United States Internal Revenue Code of 1986, as amended.

“Common Director” shall have the meaning set forth in Section 6.3(a).

“Common Interests” shall mean the limited liability company interest(s) of a Member in the Company representing the rights of a Member to distributions (liquidating or otherwise) and any and all of the other benefits to which such Member may be entitled as provided in this Agreement and in the Act, together with the obligations of such Member to comply with all the provisions of this Agreement and of the Act, other than Incentive Interests.

“Company” shall have the meaning set forth in the preamble.

“Company Confidential Information” shall have the meaning set forth in Section 6.15.

“Company ROFO Notice” shall have the meaning set forth in Section 5.2(c).

“Company Undersubscription Notice” shall have the meaning set forth in Section 5.2(d).

“Compelled Members” shall have the meaning set forth in Section 5.4(a).

“Competitor” shall mean any Person set forth on Schedule I and its Affiliates, provided that Schedule I may be modified by the Board in good faith from time to time to add Persons who are engaged, whether directly or indirectly, in the business of selling clothing to retail consumers in North America or to

remove Persons who are no longer engaged in such business; provided, further, that the Board may not modify Schedule I to add any Person who is a Member as of the Effective Date.

“Confirmation Order” shall have the meaning set forth in the Plan.

“Confirmation Date” means the date on which the Confirmation Order is entered.

“Consulting Agreement” shall mean that certain consulting agreement contemplated to be entered into by the Company or its Subsidiaries with Nexus or one of its Affiliates following the Effective Date.

“Conversion” shall have the meaning set forth in Section 3.7(d).

“Covered Persons” shall have the meaning set forth in Section 12.1(a).

“D&O Insurance Policy” shall have the meaning set forth in Section 12.1(d).

“Debt Exercise Notice” shall have the meaning set forth in Section 5.7(b).

“Debt Preemptive Rights Notice” shall have the meaning set forth in Section 5.7(a).

“Debt Right Holder” shall have the meaning set forth in Section 5.7(a).

“Debtors” shall have the meaning set forth in the recitals.

“Depreciation” means, for each Fiscal Year or other taxable period, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable for U.S. federal income tax purposes with respect to an asset for such Fiscal Year or other taxable period, except that (a) with respect to any asset the Gross Asset Value of which differs from its adjusted tax basis for U.S. federal income tax purposes at the beginning of such Fiscal Year or other taxable period and which difference is being eliminated by use of the “remedial allocation method” as defined by Regulation § 1.704-3(d), Depreciation for such Fiscal Year or other taxable period shall be the amount of book basis recovered for such Fiscal Year or other taxable period under the rules prescribed by Regulation § 1.704-3(d)(2), and (b) with respect to any other asset the Gross Asset Value of which differs from its adjusted tax basis for U.S. federal income tax purposes at the beginning of such Fiscal Year or other taxable period, Depreciation shall be an amount that bears the same ratio to such beginning Gross Asset Value as the U.S. federal income tax depreciation, amortization, or other cost recovery deduction allowable for such Fiscal Year or other taxable period bears to such beginning adjusted tax basis; provided, however, in the case of clause (b) above, if the adjusted tax basis for U.S. federal income tax purposes of an asset at the beginning of such Fiscal Year or other taxable period is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Board.

“Depreciation Recapture” means the portion of any gain from the disposition of an asset of the Company that, for U.S. federal income tax purposes, (a) is treated as ordinary income under Code Section 1245, (b) is treated as ordinary income under Code Section 1250 or (c) is “unrecaptured section 1250 gain” as such term is defined in Code Section 1(h).

“Designated Individual” means the designated individual appointed by the Company pursuant to Regulation § 301.6223-1 (and any similar provision of state, local or foreign law).

“Designation Right” shall have the meaning set forth in Section 6.3(a).

“DIP Facility” shall have the meaning set forth in the Term Sheet.

“Director” shall have the meaning set forth in Section 6.1(a).

“Drag-Along Notice” shall have the meaning set forth in Section 5.4(b).

“Drag-Along Sale” shall have the meaning set forth in Section 5.4(a).

“Drag-Along Transaction” shall have the meaning set forth in Section 5.4(a).

“Effective Date” shall have the meaning set forth in the preamble.

“Effective Date Capital Contribution” shall mean an amount equal to the equity value of the Company as of the Effective Date.

“Exchange Act” shall mean the Securities Exchange Act of 1934, as amended and any successor statute and the rules and regulations of the SEC thereunder, in each case as in effect from time to time.

“Excluded Issuances” shall mean any issuance of any equity interests (including Common Interests and Incentive Interests) or any securities that are convertible into, or exercisable or exchangeable for, such equity interests or indebtedness (a) to Persons who are, or who are becoming, employees, managers, directors or consultants of the Company or any of its Subsidiaries in connection with the Consulting Agreement, an Award Agreement or any management incentive plans approved by the Board and adopted in accordance with this Agreement, and any equity interests issued thereunder, (b) as part of or in connection with any employee compensation, (c) as consideration for an acquisition, merger, joint venture or joint venture partnership or similar transaction duly approved by the Board; provided, however, that such acquisition, merger, joint venture, joint venture partnership or similar transaction is not with an Affiliate of the Company or any Related Fund of such Affiliate, (d) pursuant to conversion or exchange rights included in securities issued by the Company on or after the Effective Date that was made in accordance with this Agreement, (e) in connection with an equity interest split, division, dividend or similar transaction or reorganization to the extent (i) made *pro rata* with respect to all outstanding Common Interests and (ii) duly approved by the Board, (f) expressly contemplated by the Plan, (g) issued by the company or a Subsidiary of the Company, to the Company or another wholly owned direct or indirect Subsidiary of the Company, as applicable, or (i) [Common Interests] issuable upon conversion or exercise of the Warrants issued or to be issued to the Holders of Second Lien Claims pursuant to the Plan and the Confirmation Order.

“Exempt Person” shall mean, with respect to any Person, any Affiliate of such Person and such Person’s or such Person’s Affiliates’ respective Representatives, in each case, who (a) has a reasonable need to know the contents of the Company Confidential Information or Member Confidential Information, as the case may be, (b) is informed of the confidential nature of the Company Confidential Information or Member Confidential Information and (c) agrees to keep such information confidential in accordance with the terms of this Agreement.

“Exercising Rightholders” shall have the meaning set forth in Section 5.2(d).

“Exiting Designating Member” shall have the meaning set forth in Section 6.2(c).

“Fair Market Value” shall mean (i) in the case of Publicly Traded Securities, the average closing price on the applicable trading exchange or quotation system on each trading day during the five (5) trading day period ending on the trading day prior to the measurement date, (ii) in the case of equity securities other than Publicly Traded Securities, the fair market value per equity security, as determined on a reasonable

basis and in good faith by the Board, but without regard for any liquidity or minority discounts, or (iii) in the case of any other asset or property, the fair market value of such asset or property, as determined on a reasonable basis and in good faith by the Board.

“Final Offer Notice” shall have the meaning set forth in Section 5.2(f).

“First Lien Claims” shall have the meaning set forth in the RSA.

“First Lien Credit Agreement” shall have the meaning set forth in the Plan.

“Fiscal Year” shall mean the fiscal year of the Company, which shall end on December 31 of each year.

“GAAP” shall mean United States generally accepted accounting principles.

“Golub” shall mean Golub Capital LLC, collectively with its Affiliates and Related Funds.

“Golub/Soundpoint Director” shall have the meaning set forth in Section 6.2(d).

“Governmental Authority” shall mean shall mean the government of any nation, state, city, locality or other political subdivision thereof, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, and any corporation or other entity owned or controlled, through stock or capital ownership or otherwise, by any of the foregoing.

“Grandparent Equity” shall have the meaning set forth in the Recitals.

“Grandparent Warrants” shall have the meaning set forth in the Recitals.

“Gross Asset Value” means, with respect to any asset, the asset’s adjusted tax basis for U.S. federal income tax purposes, except as follows:

(a) the initial Gross Asset Value of any asset contributed (or deemed contributed) by a Member to the Company shall be the Value of such asset as of the date of contribution;

(b) the Gross Asset Values of all the Company assets will be adjusted to equal their respective Values (taking Code Section 7701(g) into account) immediately prior to (or, in the case of the exercise of a Noncompensatory Option described in clause (v) below, immediately after, if required pursuant to Regulation § 1.704-1(b)(2)(iv)(s)(1)) the occurrence of any of the following events: (i) the acquisition of a new or additional Interest by any new or existing Member in exchange for more than a *de minimis* Capital Contribution; (ii) the distribution by the Company to a Member of more than a *de minimis* amount of Company property (including cash) as consideration for all or a portion of an Interest; (iii) the liquidation of the Company within the meaning of Regulation § 1.704-1(b)(2)(ii)(g); (iv) the grant of an Interest (other than a *de minimis* Interest) as consideration for the provision of services to or for the benefit of the Company by an existing Member acting in a Member capacity, or by a new Member acting in a Member capacity or in anticipation of becoming a Member; (v) the acquisition of a Common Interest by any new or existing Member upon the exercise of a Noncompensatory Option in accordance with Regulation § 1.704-1(b)(2)(iv)(s); and (vi) the occurrence of any other event with respect to which a revaluation of Company assets is permitted under Regulation § 1.704-1(b)(2)(iv)(f); provided, however, that if any Noncompensatory Options are outstanding upon the occurrence of an event described in clauses (i) through (vi) above, the Company shall adjust the Gross Asset Values of its properties in accordance with Regulation §§ 1.704-1(b)(2)(iv)(f) and 1.704-1(b)(2)(iv)(h)(2); provided, further, however, that an adjustment pursuant

to an event described in clauses (i), (ii), (iv) or (vi) of this paragraph shall be made only if the Board reasonably determines that such adjustment is necessary or appropriate to reflect the relative economic interests of the Members in the Company;

(c) the Gross Asset Value of any Company asset distributed (or deemed distributed) to any Member shall be adjusted to equal the Value of such asset on the date of distribution;

(d) the Gross Asset Values of all Company assets shall be adjusted to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 732(d), 734(b) or 743(b), but only to the extent that such adjustments are required to be taken into account in determining Capital Accounts pursuant to Regulation § 1.704-1(b)(2)(iv)(m); provided, however, that Gross Asset Values shall not be adjusted pursuant to this clause (d) to the extent that an adjustment pursuant to clause (b) above is made in connection with a transaction that would otherwise result in an adjustment pursuant to this clause (d); and

(e) if the Gross Asset Value of an asset has been determined or adjusted pursuant to clause (a), (b) or (d) above, such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset (and not the depreciation, amortization, or other cost recovery deduction allowable for U.S. federal income tax purposes).

“Holders of Allowed First Lien Claims” shall have the meaning set forth in the Term Sheet.

“Holders of Second Lien Claims” means those certain holders of Second Lien Claims.

“Incentive Interests” shall mean the Nexus Incentive Interests and the Management Incentive Interests.

“Initial Capital Contributions” shall have the meaning set forth in Section 3.1.

“Interest” when used in reference to an interest in the Company, means the limited liability company interest of a Member in the Company at any particular time, including any Common Interests and Incentive Interests and a Member’s interest in the capital, profits, losses and distributions of the Company.

“Independent Director” shall have the meaning set forth in Section 6.2(e).

“Industry Director” shall have the meaning set forth in Section 6.2(f).

“Initial Independent Director” shall have the meaning set forth in Section 6.2(e).

“Interested Party” shall have the meaning set forth in Section 6.10(b).

“Jefferies” shall mean each of Jefferies LLC and Jefferies Finance LLC, collectively with their respective Affiliates and Related Funds.

“Jefferies/Mockingbird Director” shall have the meaning set forth in Section 6.2(c).

“Liquidator” shall have the meaning set forth in Section 9.2(b).

“Listing Rules Member” shall have the meaning set forth in Section 5.4(i).

“Listing Rules Subject Sale” shall have the meaning set forth in Section 5.4(i).

“Management Incentive Interests” shall mean units representing limited liability company interests in the Company granted under Section 3.7 hereof, with such rights and powers as set forth in this Agreement and which are issued pursuant to an Award Agreement. Holders of Management Incentive Interests shall not be entitled to any voting rights, notwithstanding any provision of the Act.

“Member” shall mean any Person (i) listed on the signature pages hereto and automatically admitted to the Company as a member pursuant to the Plan and the Confirmation Order or (ii) hereafter admitted to the Company as an additional or substitute member of the Company as provided in this Agreement for so long as such Person owns Voting Interests, each in its capacity as a member of the Company, and shall have the same meaning as the term “member” under the Act, but does not include any Person who has ceased to be a member of the Company from and after the date such Person has ceased to be a Member.

“Member Confidential Information” shall have the meaning set forth in Section 6.15.

“Member List” shall have the meaning set forth in Section 5.10.

“Mockingbird” shall mean Mockingbird Credit Opportunities Company LLC and MCOC IV LLC, collectively with its Affiliates and Related Funds.

“NASDAQ” shall mean the NASDAQ National Market.

“Net Income” and “Net Loss”, respectively, for any period means the income or loss of the Company for such period as determined in accordance with the method of accounting followed by the Company for U.S. federal income tax purposes, including, for all purposes, any income exempt from tax and any expenditures of the Company that are described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulation § 1.704-1(b)(2)(iv)(i); provided, however, that in determining Net Income and Net Loss and every item entering into the computation thereof, solely for the purpose of adjusting the Capital Accounts of the Members (and not for tax purposes), (i) any income, gain, loss or deduction attributable to the disposition of any Company asset shall be computed as if the adjusted basis of such Company asset on the date of such disposition equaled its Gross Asset Value as of such date, (ii) if the Gross Asset Value of any Company asset is adjusted pursuant to clause (b), (c) or (d) of the definition of “Gross Asset Value”, the amount of such adjustment shall be treated as gain or loss, and (iii) in lieu of any depreciation, cost recovery and amortization deductions as to any Company asset, there shall be taken into account Depreciation as to such Company asset for such period; provided, further, however, that any item (computed with the adjustments in the preceding proviso) allocated under Section 11.2 shall be excluded from the computation of Net Income and Net Loss.

“New Securities” shall have the meaning set forth in Section 5.6(a).

“Nexus” shall mean Nexus Capital Management LP, collectively with its Affiliates and Related Funds.

“Nexus Director” shall have the meaning set forth in Section 6.2(b).

“Nexus Incentive Interests” means units representing limited liability company interests in the Company granted under Section 3.7 hereof, with such rights, powers and duties as set forth in this Agreement and which are issued pursuant to that certain Consulting Agreement with Nexus or one of its Affiliates.

“Nexus Minimum Holdings” shall have the meaning set forth in Section 6.6(b).

“Noncompensatory Option” has the meaning set forth in Regulation § 1.721-2(f). For the avoidance of doubt, the Warrants are intended to be treated for U.S. federal income tax purposes as a Noncompensatory Option.

“Notice of Acceptance” shall have the meaning set forth in Section 5.6(b).

“NYSE” shall mean the New York Stock Exchange.

“Observer” shall have the meaning set forth in Section 6.9.

“Offer Sale Price” shall have the meaning set forth in Section 5.2(a).

“Offered Interests” shall have the meaning set forth in Section 5.2(a).

“Offered Preemptive Securities” shall have the meaning set forth in Section 5.6(a).

“Original Agreement” shall have the meaning set forth in the recitals.

“Other Indemnitors” shall have the meaning set forth in Section 12.1(e).

“Partnership Representative” means the partnership representative of the Company within the meaning of Code Section 6223(a) (and any similar provision of state, local or foreign law).

“Percentage Interest” shall mean, with respect to a Member, the ratio of the number of Voting Interests held by the Member at any time to the total number of Voting Interests issued and outstanding at such time, expressed as a percentage.

“Permitted Transfer” shall mean, with respect to any Member: (i) a Transfer of Voting Interests or any portion thereof to any Affiliate of such Member (including any Related Fund); (ii) a Transfer of Voting Interests or any portion thereof in connection with a contractually required distribution-in-kind to such Member’s limited partners or members pursuant to the express written terms of a partnership investment between the applicable Member and its applicable limited partners or members; (iii) a Transfer of Voting Interests to a broker that will hold the shares in an account for the benefit of such Member or its Affiliates that is acting on a non-principal basis; (iv) of either First Lien Claims or claims under the DIP Facility (including any equity received in connection therewith pursuant to the Plan), in each case that were agreed to, pursuant to valid and binding definitive documentation, prior to the Effective Date; and (v) the Transfer (whether in one Transfer or series of Transfers) during any six (6) month period of a number of Voting Interests (excluding shares transferred pursuant to the foregoing clauses (i)-(iii)) not exceeding the lesser of (x) two and a half percent (2.5%) of all issued and outstanding Voting Interests and (y) fifty percent (50%) of all Voting Interests held by such transferring Member on the Effective Date. For example, if a Member owns 7% of all issued and outstanding Voting Interests and has owned the same number of Voting Interests since the Effective Date, such Member is permitted to Transfer up to 2.5% of such Member’s issued and outstanding Voting Interests in a six month period, 2.5% of such Member’s issued and outstanding Voting Interests in a subsequent six month period, and the remaining 2% of such Member’s issued and outstanding Voting Interests in the following six month period.

“Permitted Transferee” shall mean any Person to whom a Member may Transfer its Voting Interests or any portion thereof pursuant to a Permitted Transfer.

“Person” shall mean any individual, partnership, joint stock company, corporation, entity, association, trust, limited liability company, joint venture, unincorporated organization and any government, governmental department or agency or political subdivision of any government.

“Plan” shall have the meaning set forth in the recitals.

“Potential Purchaser” shall mean, with respect to any Member, any Person or group of Persons other than an Affiliate of such Member or the Company or any of its Subsidiaries.

“Preemptive Offer” shall have the meaning set forth in Section 5.6(a).

“Preemptive Percentage” shall have the meaning set forth in Section 5.6(a).

“Preemptive Right” shall have the meaning set forth in Section 5.6(a).

“Preemptive Rightholder” shall have the meaning set forth in Section 5.6(a).

“Presumed Tax Liability” means, with respect to each Member for any Fiscal Year, an amount equal to the product of (a) the excess, if any, of the amount of taxable income (as computed for U.S. federal income tax purposes) allocated by the Company to such Member (determined by taking into account any allocations pursuant to Code Section 704(c)) for such Fiscal Year over the amount of creditable foreign tax expenditures (within the meaning of Regulation § 1.704-1(b)(4)(viii)) allocated by the Company to such Member for such Fiscal Year and (b) the Presumed Tax Rate.

“Presumed Tax Rate” means the highest combined U.S. federal, state and local marginal tax rates applicable to individuals resident in New York, New York (taking into account the character (long-term or short-term capital gain or ordinary income or qualified dividend income including by application of Code Section 1061) and any tax on net investment income and, where determined appropriate by the Board, the application of the limitations set forth under Sections 67 and 68 and other provisions of the Code and the alternative minimum tax rules), and taking into account such other assumptions as the Board determines in its discretion to be appropriate.

“Proxy Holder” shall have the meaning set forth in Section 12.13.

“Publicly Traded Securities” shall mean securities that are registered under the Securities Act, are freely tradable and listed for trading on a national securities exchange.

“Purchase Right” shall have the meaning set forth in Section 5.2(c).

“Qualified IPO” shall mean (i) the first underwritten public offering of at least 15% of the common equity (or equivalent equity security) of the Company (or its successor) pursuant to an effective registration statement filed under the Securities Act, or (ii) a direct listing or other similar transaction on the NYSE or NASDAQ with respect to the common equity of the Company (or its successor), in each case of clause (i) or (ii), that results in the common equity of the Company (or its successor) being registered under the Securities Exchange Act of 1934 and listed on the NYSE or NASDAQ; and either (a) results in proceeds of at least \$200,000,000 or (b) is otherwise approved by Members holding a majority in Percentage Interest of the Voting Interests, provided that a Qualified IPO shall not include an offering made in connection with a business acquisition or combination pursuant to a registration statement on Form S-4 or any similar form, or an employee benefit plan pursuant to a registration statement on Form S-8 or any similar form.

“Qualifying Holder” shall mean any holder that, at the time of Transfer, holds at least seven and a half percent (7.5%) of all issued and outstanding Voting Interests.

“Quarterly Financials” shall have the meaning set forth in Section 8.3(a)(ii).

“Regulation” means a United States Treasury Regulation promulgated under the Code.

“Regulated Holder” shall mean any Person that is a bank holding company, or any affiliate or subsidiary of any bank holding company, as such terms are defined in the U.S. Bank Holding Company Act and its implementing regulations and rules, 12 U.S.C. § 1841 et seq. For the avoidance of doubt, Barclays shall be a Regulated Holder.

“Related Fund” shall mean, with respect to any Member, any fund, account or investment vehicle that is controlled, managed advised or sub-advised by such Member, a controlled Affiliate of such Member or the same investment manager or advisor as such Member or an Affiliate of such investment manager or advisor.

“Remaining Designation Threshold” shall have the meaning set forth in Section 6.2(c).

“Remaining Offered Interests” shall have the meaning set forth in Section 5.2(c).

“Reorganization” shall have the meaning set forth in Section 6.11.

“Representatives” shall have the meaning set forth in Section 6.15.

“Restructuring Transaction Steps” shall mean the steps evidencing the corporate reorganization as set forth in the Plan.

“Rightholders” shall have the meaning set forth in Section 5.2(a).

“Rightholder Notice Period” shall have the meaning set forth in Section 5.2(d).

“Rightholder Offer Purchase Notice” shall have the meaning set forth in Section 5.2(c).

“ROFO Evaluation Period” shall have the meaning set forth in Section 5.2(b).

“ROFO Offer Notice” shall have the meaning set forth in Section 5.2(a).

“ROFO Offer Purchase Notice” shall have the meaning set forth in Section 5.2(b).

“ROFO Third Party Sale” shall have the meaning set forth in Section 5.2(e).

“ROFO Third Party Sale Period” shall have the meaning set forth in Section 5.2(e).

“RSA” shall have the meaning set forth in the recitals.

“Sale of the Company” shall mean any of the following: (a) a merger, consolidation, share exchange, business combination or other sale of the Company or its Subsidiaries into or with any other Person or Persons, or a transfer of Interests in a single transaction or a series of transactions, in which in any case the Members of the Company or the members of its Subsidiaries immediately prior to such merger, consolidation, share exchange, business combination or other sale or first of such series of transactions possess less than a majority of the voting power of the Company’s or its Subsidiaries’ or any successor

entity's issued and outstanding capital securities immediately after such transaction or series of such transactions; or (b) a single transaction or series of transactions, pursuant to which a Person or Persons who are not direct or indirect wholly-owned Subsidiaries of the Company acquire all or substantially all of the Company's or its Subsidiaries' assets determined on a consolidated basis.

"Sale Process" shall have the meaning set forth in Section 5.5(a).

"SEC" shall mean the United States Securities and Exchange Commission.

"Second Lien Claims" means any Claim on account of the Second Lien Loans.

"Second Lien Credit Agreement" means that certain agreement, dated as of January 6, 2021, and as amended from time to time, among New Trojan Parent, Inc., a Delaware corporation, as the Borrower, CBI Intermediate, Inc., a Delaware corporation, as Holdings, the lenders party thereto from time to time, and UBS AG, Stamford Branch, as administrative agent and collateral agent.

"Second Lien Loans" means loans outstanding under the Second Lien Credit Agreement.

"Secure Site" shall have the meaning set forth in Section 8.3(a).

"Securities" means any foreign or domestic "securities," as defined in Section 2(1) of the Securities Act of 1933, as amended, or Section 3(a)(10) of the Securities Exchange Act of 1934, as amended, and shall include common or preferred stocks, limited partnership interests, investment contracts, certificates of deposit, trade acceptances and trade claims, convertible securities, fixed income securities, notes or other evidences of indebtedness of other Persons, warrants, rights, synthetic securities, put and call options on any of the foregoing, other options related thereto, interests or participations therein or any combination of any of the foregoing.

"Securities Act" shall mean the Securities Act of 1933, as amended and any successor statute and the rules and regulations of the SEC thereunder, in each case as in effect from time to time.

"Selling Members" shall have the meaning set forth in Section 5.4(a).

"Selling ROFO Member" shall have the meaning set forth in Section 5.2(a).

"Significant Approval Matter" shall have the meaning set forth in Section 6.10(d).

"Significant Holder" shall mean any Member that, together with its Affiliates, holds a Percentage Interest of at least forty percent (40%) or more.

"Soundpoint" shall mean Sound Point Capital Management, LP, collectively with its Affiliates and Related Funds, including all investment vehicles managed by Sound Point Capital Management, LP and its Affiliates, and each of the officers and directors thereof

"Subject Purchaser" shall have the meaning set forth in Section 5.6(a).

"Subsidiary" shall mean, with respect to any Person, any corporation fifty percent (50%) or more of whose stock of any class or classes having by the terms thereof ordinary voting power to elect a majority of the directors of such corporation is at the time owned by such Person, directly or indirectly through one or more Subsidiaries, and any other Person, including but not limited to a joint venture, a general or limited partnership or a limited liability company, in which such Person, directly or indirectly through one or more Subsidiaries, at the time owns at least fifty percent (50%) or more of the ownership interests entitled to vote

in the election of managing partners, managers or trustees thereof (or other Persons performing such functions) or acts as the general partner, managing member, trustee (or Persons performing similar functions) of such other Person. For the avoidance of doubt, “Subsidiary” shall include any Person that is included in the Company’s consolidated group for purposes of preparing the Company’s consolidated financial statements in accordance with GAAP.

“Tag-Along Notice” shall have the meaning set forth in Section 5.3(b).

“Tag-Along Offered Interests” shall have the meaning set forth in Section 5.3(a).

“Tag-Along Purchaser” shall have the meaning set forth in Section 5.3(a).

“Tag-Along Record Date” shall have the meaning set forth in Section 5.3(b).

“Tag-Along Rightholder” shall have the meaning set forth in Section 5.3(a).

“Tag-Along Rightholder’s Offer” shall have the meaning set forth in Section 5.3(b).

“Tag-Along Sale” shall have the meaning set forth in Section 5.3(a).

“Tag-Along Seller” shall have the meaning set forth in Section 5.3(a).

“Term Loan” shall have the meaning ascribed to it in the RSA.

“Term Sheet” shall mean that certain Restructuring Term Sheet attached as Exhibit B to the RSA.

“Third Party Purchaser” shall have the meaning set forth in Section 5.2(a).

“Threshold Equity Value” of each Incentive Interest means the “Threshold Equity Value” as set forth in respect of such Incentive Interest in the relevant Award Agreement pursuant to which such Incentive Interest was issued, increased from time to time by the amount of cash and the Value of other property contributed to the capital of the Company (for the avoidance of doubt, excluding any cash proceeds of indebtedness) after the date of grant of such Incentive Interest. The Threshold Equity Value shall be determined by the Board in good faith.

“Transaction” shall have the meaning set forth in the recitals.

“Transfer” shall mean, (i) when used as a verb, to sell, transfer, assign, encumber or otherwise dispose of, directly or indirectly, voluntarily or involuntarily, by operation of law or otherwise and (ii) when used as a noun, a direct or indirect, voluntary or involuntary, sale, transfer, assignment, encumbrance or other disposition by operation of law or otherwise. “Transferor” and “Transferee” shall mean a Person who makes or receives a Transfer, respectively.

“Unvested Amount” shall have the meaning set forth in Section 3.7(c).

“Value” of any asset of the Company, as the case may be, as of any date, means the fair market value of such asset, as the case may be, as of such date, with the fair market value of the type of assets described below being determined as follows:

(a) Securities listed on one or more national securities exchanges shall be valued at their last reported sales prices on the consolidated tape on the date of determination (or if the date of determination is not a Business Day, on the last Business Day immediately prior to such date of determination). If no

such sales of such securities occurred on such date, such securities shall be valued at the mean of the last “bid” and “ask” prices on the date of determination on the national securities exchange which has the highest average daily volume for such Security over the last sixty (60) days on or prior to the date of determination (or, if the date of determination is not a date upon which such national securities exchange was open for trading, on the last prior date on which such national securities exchange was so open);

(b) Securities which are not listed on a national securities exchange shall be valued at a price equal to the mean of the last “bid” and “ask” prices on the date of determination as reported by the NASDAQ or as reported in the “pink sheets” published by the National Daily Quotation Service;

(c) Securities for which no such market prices are available, or as to which, in the sole judgment of the Board, any of the above market prices are below or exceed (as the case may be) the amount realizable by the Company upon a sale thereof, shall be valued at the fair value thereof as determined upon a reasonable basis and in good faith by the Board; and

(d) the fair market value of other investments, assets or properties shall be valued as determined by the Board.

Any determination of the Value or of the fair market value of an asset of the Company made in good faith by the Board in accordance with the above shall be binding on the Members for all purposes of this Agreement.

“Voting Interests” shall mean the Common Interests and the Nexus Incentive Interests.

“Warrants” shall have the meaning set forth in the recitals.

1.2 Rules of Construction. Unless the context otherwise requires, definitions in this Agreement apply equally to both the singular and plural forms of the defined terms. The terms “include” and “including” and other words of similar import shall be deemed to be followed by the phrase “without limitation”. The terms “herein”, “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular section or subsection. The headings appear as a matter of convenience only and shall not affect the interpretation of this Agreement. All section, subsection, clause and exhibit references not attributed to a particular document shall be references to such parts of this Agreement. All equity percentage calculations set forth in this Agreement shall exclude therefrom any equity interests in the Company (including interests convertible into or exercisable or exchangeable for such equity interests) that constitute Excluded Issuances, in addition to any other equity interests to be excluded from such calculations pursuant to the terms of this Agreement.

Article II **Organization**

2.1 Formation of the Company. The Company was formed as a limited liability company under the Act by the filing of the Certificate with the Secretary of State of the State of Delaware on [●]. The Company shall accomplish all filing, recording, publishing and other acts necessary or appropriate for compliance with all requirements for operation of the Company as a limited liability company under this Agreement and the Act and under all other applicable laws of the State of Delaware and such other jurisdictions in which the Company determines that it may conduct business.

2.2 Name. The name of the Company shall be “[Reorganized Careismatic Brands, LLC]”, as such name may be modified from time to time by the Board as it may deem advisable.

2.3 Purpose. Subject to any limitations on the activities of the Company otherwise specified in this Agreement, the purpose and business of the Company shall be to (a) engage in any and all activities as the Board may reasonably determine to be necessary or advisable to the carrying out of the foregoing purpose and business of the Company and (b) conduct any other business or activity that may be conducted by a limited liability company organized pursuant to the Act.

2.4 Registered Office; Registered Agent; Principal Office; Other Offices. The registered office of the Company shall be the office of the initial registered office named in the Certificate or such other registered office (which need not be a place of business of the Company) as the Board may designate from time to time in the manner provided by the Act. The registered agent of the Company shall be the Corporation Service Company or such other Person or Persons as the Board may designate from time to time in the manner provided by the Act. The address of the principal office of the Company on the date hereof is 1119 Colorado Avenue, Santa Monica, California 90401 and the Company shall maintain there the records required to be maintained under Section 18-305 of the Act. In addition, the Company may maintain such other offices as the Board may deem advisable at any other place or places within or without the State of Delaware.

2.5 Interest of Members; Property of Company. Interests held by a Member shall be personal property of such Member for all purposes. All real and other property owned by the Company shall be deemed property of the Company that is owned by the Company as an entity, and no Member shall own such property in an individual capacity. No Member shall be entitled to interest on or with respect to any Capital Contribution. Except as provided in this Agreement, no Member shall be entitled to withdraw any part of such Member's Capital Contribution or to receive distributions from the Company.

2.6 Limited Liability. Except as otherwise expressly required by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be the debts, obligations and liabilities solely of the Company, and no Member shall be obligated personally for any such debt, obligation or liability solely by reason of being a Member of the Company.

2.7 Term. The term of the Company commenced on the date of filing of the Certificate, and shall be perpetual unless the Company is earlier dissolved and its existence terminated in accordance with the provisions of this Agreement.

Article III **Contributions of Members**

3.1 Initial Contributions. Pursuant to the Plan, the Confirmation Order and the Restructuring Transaction Steps, each Member shall be automatically deemed to have made the initial Capital Contributions (the "Initial Capital Contributions") set forth in Exhibit C in exchange for its Common Interests. After giving effect to the Initial Capital Contributions, each Member shall hold the Common Interests set forth on Exhibit B opposite such Member's name.

3.2 Additional Capital Contributions.

(a) Subject to Sections 5.6 and without limitation to Section 3.2(b), in addition to the Initial Capital Contributions, Members may from time to time make Capital Contributions to the Company (each, an "Additional Capital Contribution" and, for the avoidance of doubt, any Initial Capital Contribution shall not be deemed to be an Additional Capital Contribution) at such times and in such amounts as the Board may determine to accept from the Members. Except as required by law, no Member shall be required to make any Additional Capital Contributions to the Company.

(b) Additional Capital Contributions shall be made in cash or, with the approval of the Board, in other property. The value assigned to any non-cash Additional Capital Contribution shall be equal to the Fair Market Value thereof.

3.3 Return of Contributions. No Member shall be entitled to the return of any part of its Capital Contributions except as specified in this Agreement. An unrepaid Capital Contribution is not a liability of the Company or of any Member. A Member is not required to contribute or to lend any cash or property to the Company to enable the Company to return any Member's Capital Contributions.

3.4 Interest on Capital Contributions. No Member shall be entitled to interest on, or with respect to, any Capital Contribution.

3.5 Advances by Members. If the Company does not have sufficient funds to pay its obligations, any Member(s) that may agree to do so, with the consent of the Board, may advance all or part of the funds required to, or on behalf of, the Company. An advance described in this Section 3.5 constitutes a loan from such Member(s) to the Company, and shall not constitute a Capital Contribution.

3.6 Common Interests.

(a) The Company shall have one class of Common Interests, which shall constitute limited liability company interests under the Act. All Common Interests are identical to each other and accord the holders thereof the same obligations, rights and privileges as are accorded to each other holder thereof, except for any specific obligations, rights and privileges expressly set forth in this Agreement.

(b) The Company is authorized to issue certificates to represent any or all of the Common Interests. In the event the Company issues certificates evidencing the Common Interests issued by the Company, the certificates shall bear the following restrictive legends (in addition to any legend restrictions required under applicable state securities laws):

“THE RIGHTS, POWERS, PREFERENCES, RESTRICTIONS (INCLUDING TRANSFER RESTRICTIONS) AND LIMITATIONS OF THE LIMITED LIABILITY COMPANY INTERESTS REPRESENTED BY THIS CERTIFICATE ARE SET FORTH IN, AND THIS CERTIFICATE AND THE LIMITED LIABILITY COMPANY INTERESTS REPRESENTED HEREBY ARE ISSUED IN ACCORDANCE WITH AND SHALL IN ALL RESPECTS BE SUBJECT TO, THE TERMS AND PROVISIONS OF THE AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT OF [REORGANIZED CAREISMATIC BRANDS, LLC], DATED AS OF [●], AS THE SAME MAY BE AMENDED AND/OR RESTATED FROM TIME TO TIME IN ACCORDANCE WITH ITS TERMS (THE “AGREEMENT”). THE TRANSFER, SALE, ASSIGNMENT, ENCUMBRANCE OR DISPOSITION IN ANY MANNER, WHETHER DIRECT OR INDIRECT, VOLUNTARY OR INVOLUNTARY, BY OPERATION OF LAW OR OTHERWISE, OF THIS CERTIFICATE AND THE LIMITED LIABILITY COMPANY INTERESTS REPRESENTED HEREBY ARE RESTRICTED AS DESCRIBED IN THE AGREEMENT.”

In addition, unless counsel to the Company has advised the Company that such legend is not necessary, each certificate evidencing Common Interests issued by the Company shall bear a legend in substantially the following form:

“THE SECURITIES REPRESENTED BY THIS INSTRUMENT HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED PURSUANT

TO THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR ANY STATE SECURITIES LAWS, AND SUCH SECURITIES MAY NOT BE SOLD, TRANSFERRED, PLEDGED OR OTHERWISE DISPOSED OF UNLESS THEY ARE REGISTERED AND QUALIFIED IN ACCORDANCE WITH THE SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAWS, OR UNLESS AN EXEMPTION FROM SUCH REGISTRATION AND QUALIFICATION SHALL APPLY.”

(c) Subject to the requirements of Section 5.6, the Company is hereby authorized to issue additional Common Interests from time to time, subject to prior authorization of the Board in accordance with the terms of this Agreement. In addition, the Company is hereby authorized to issue Common Interests pursuant to the exercise of any Warrant, which shall not require any prior authorization of the Board or the Members.

3.7 Incentive Interests.

(a) The Company may, at the direction of the Board, establish an equity incentive plan or other similar plan to permit certain directors, officers, employees and consultants of the Company to participate in the Company’s equity appreciation through a direct or indirect interest in Management Incentive Interests.

(b) It is intended that the Incentive Interests will be treated as “profits interests” within the meaning of IRS Revenue Procedure 93-27, 1993-2 C.B. 343. In this regard, (i) the Members agree that the economic rights of the Members holding Incentive Interests with respect to their interests in such Incentive Interests may be adjusted by the Board if necessary to ensure such treatment, (ii) except to the extent not permitted by law, in accordance with IRS Revenue Procedure 2001-43, 2001-2 C.B. 191, the Company shall treat a Member holding Incentive Interests as the owner of the Incentive Interests from the issue date of such Incentive Interests, (iii) except as required pursuant to a “determination” as defined in Code Section 1313(a), the Company and the Members agree not to claim a deduction (as wages, compensation or otherwise) for the fair market value of any such Incentive Interests issued to a Member, either at the time of issuance, or at the time the Incentive Interests becomes substantially vested, (iv) the Company shall file its IRS Form 1065, and issue appropriate Schedule K-1s to a Member holding an Incentive Interest, allocating to such Member, such Member’s distributive share of all items of income, gain, loss, deduction and credit associated with such Incentive Interest as if such Incentive Interests were fully vested, and (v) each Member holding an Incentive Interest agrees to take into account such distributive share in computing such Member’s U.S. federal income tax liability for the entire period during which such Member holds such Incentive Interest. Further, except to the extent not permitted by law, the provisions of this Section 3.7(b) shall apply regardless of whether the Member files an election pursuant to Code Section 83(b). Notwithstanding any other provision of this Agreement, each Member shall, and shall cause each of such Member’s Affiliates and Transferees to, (x) take any action requested by the Company to ensure that the fair market value of any Incentive Interests at the time of issuance is treated for U.S. federal income tax purposes as being equal to the “liquidation value” (within the meaning of Proposed Regulation § 1.83-3(l)) of such Incentive Interests and (y) without limiting the generality of the foregoing, to the extent required in order to attain or ensure such treatment, agree to any condition imposed on such Member and such Member’s Affiliates or Transferees, execute any amendment to this Agreement or other agreements, execute any new agreement, make any tax election or tax filing, and agree not to take any contrary position unless required pursuant to applicable law. As to the issuance of any Incentive Interests that are “substantially nonvested” within the meaning of Regulation § 1.83-3(b), within twenty (20) days after the issuance of such Incentive Interests to a Member, such Member shall provide the Company with a copy of a completed election under Code Section 83(b) with respect to such Incentive Interests. For the avoidance of doubt, such election shall reflect a \$0 Value and \$0 issuance date taxable income as to any Incentive

Interests. Such Member shall, within thirty (30) days after the issuance of such Incentive Interests, file the Code Section 83(b) election required hereby with the Internal Revenue Service via certified mail, return receipt requested, and shall thereafter notify the Company that such election has been timely filed.

(c) In furtherance of the foregoing, a holder of Incentive Interests shall be entitled to receive distributions on account of such holder's Incentive Interests in the manner set forth herein, provided that, other than distributions described in Section 4.4, a holder of Incentive Interests shall not be entitled to receive any distributions on account of such Incentive Interests unless and until the sum of the aggregate amount of distributions made by the Company in respect of all Interests (measured from and after the date such Incentive Interests were issued) at least equals the Threshold Equity Value applicable to such Incentive Interests. To the extent that any holder of Incentive Interests is not entitled to participate in a distribution on account of any Incentive Interests in which such holder otherwise would have participated but for the operation of the preceding sentence, then the amount as to which such holder is not entitled to participate shall be distributed to the Common Interests and any other Incentive Interests with respect to which distribution is permitted pursuant to the preceding sentence of this Section 3.7(c), in accordance with Section 4.1. In addition, other than distributions described in Section 4.4, the portion of any distribution that would otherwise be made on account of any unvested Incentive Interests if such Incentive Interests had been fully vested (the "Unvested Amount") shall be set aside and held by the Company until the earlier of the vesting, forfeiture, cancellation, reacquisition, repurchase, or redemption of such unvested Incentive Interests. In the event such unvested Incentive Interests become vested, the applicable Unvested Amount shall be distributed to the owner of such Incentive Interests upon (and to the extent of) such vesting. Upon (and to the extent of) a forfeiture, cancellation, reacquisition, repurchase, or redemption of such unvested Incentive Interests, the applicable Unvested Amount shall be distributed to the remaining Members in accordance with Section 4.1 and this Section 3.7(c) (not including for the purposes of such calculation such number of forfeited, cancelled, reacquired, repurchased or redeemed Incentive Interests) on the date determined by the Board. Determinations pursuant to this Section 3.7(c) shall be made for each dollar of distribution made by the Company.

(d) If the Board (subject to the requirements of Section 6.10) determines that, based upon the liquidation value of the Company, each Nexus Incentive Interest has a value that is substantially equal to the value of a Common Interest, the Board may covert all, but not less than all, of the Nexus Incentive Interests into Common Interests on a one for one basis (a "Conversion"). The Members shall take all actions reasonably requested by the Board in connection with the consummation of such Conversion, including consenting to, voting for and waiving any dissenters rights, appraisal rights or similar rights and participating in any exchange or other transaction required in connection with such Conversion. No Member shall have any right to vote, consent to or approve any Conversion. The Company shall pay any and all reasonable organizational, legal and accounting expenses and filing fees incurred by the Company or the Members in connection with such Conversion and the Board may select, on behalf of the Company, any accounting firm, legal counsel, underwriters or any other providers in connection with such Conversion.

3.8 Transfer Books. The Company shall maintain books for the purpose of registering the Transfer of Voting Interests. If Voting Interests are represented by certificates, in connection with a Transfer in accordance with this Agreement of any certificated Voting Interests, the endorsed certificate(s) evidencing the Voting Interests shall be delivered to the Company for cancellation, and the Company shall thereupon issue a new certificate to the Transferee evidencing the Voting Interests that were Transferred and, if applicable, the Company shall issue a new certificate to the transferor evidencing any Voting Interests registered in the name of the transferor that were not Transferred.

3.9 Certificate Signature. If Voting Interests are represented by certificates, each such certificate shall be executed by manual or .pdf signature of an officer on behalf of the Company.

Article IV
Distributions; Distributions in Kind

4.1 Distributions.

(a) Subject to the provisions of the Act, the Board may from time to time by resolution declare, and the Company may pay, distributions to the Members from Available Cash according to their respective rights and interests in the Company, in accordance with Sections 3.7, 4.1, 4.2 and 4.4 and in the following order of priority:

(i) first, 100% among the holders of the Common Interests, on a pro rata basis in accordance with the number of Common Interests, until the aggregate amount distributed pursuant to this Section 4.1(a)(i) (taking into account all prior distributions under this Section 4.1(a)(i)) equals the amount of Effective Date Capital Contributions and any Capital Contributions after the date hereof by such Common Interest holders;

(ii) second, 100% to the holders of Nexus Incentive Interests, on a pro rata basis in accordance with the number of Nexus Incentive Interests, until the aggregate amount distributed to the holders of Nexus Incentive Interests pursuant to this Section 4.1(a)(ii) equals 4.5% of the sum of the amounts distributed pursuant to Section 4.1(a)(i) and this Section 4.1(a)(ii); and

(iii) third, 100% among the holders of Interests, on a pro rata basis in accordance with the number of Interests.

4.2 Limitations on Distributions.

(a) Anything to the contrary herein notwithstanding, no distribution pursuant to this Agreement shall be made if such distribution would result in a violation of Section 18-607 of the Act or any other applicable law.

(b) In the event that a distribution is not made as a result of the application of paragraph (a) of this Section 4.2, all amounts so retained by the Company shall continue to be subject to all of the debts and obligations of the Company. The Company shall make such distribution as soon as such distribution would not be prohibited pursuant to this Section 4.2.

4.3 Reserves. The Company may establish reserves in such amounts and for such time periods as the Board determines is reasonably necessary or prudent for estimated accrued Company expenses, obligations and liabilities (including amounts owed, restricted or reserved by or in connection with, to the extent applicable, any agreement or any other instrument to which the Company or any of its direct or indirect Subsidiaries is a party governing indebtedness of the Company or any of its Subsidiaries) and any contingent or unforeseen Company liabilities. When such reserves are no longer necessary, the balance shall be distributed to the Members in accordance with this Article IV.

4.4 Tax Distributions. Subject to Section 4.2 and any financing agreements of the Company or any of its Subsidiaries, the Company shall, at least ten days prior to the due date for the quarterly payment of estimated U.S. federal income taxes by individuals for any Fiscal Year, distribute Available Cash to the Members up to and in proportion to the excess of (x) each such Member's Presumed Tax Liability for such portion of the Fiscal Year ending on the last day of the month preceding such payment date, calculated as if such portion of the Fiscal Year were a separate Fiscal Year, over (y) amounts previously distributed to each such Member pursuant to Section 4.1 during such Fiscal Year or pursuant to this Section 4.4 with respect to such portion of a Fiscal Year (which, for the avoidance of doubt, shall not include any

distributions made pursuant to this Section 4.4 with respect to prior Fiscal Years). Promptly upon filing the Company's U.S. federal income tax return, subject to Section 4.2 and any financing agreements of the Company or any of its Subsidiaries, the Company shall distribute Available Cash to the Members up to and in proportion to the excess of (x) each such Member's Presumed Tax Liability with respect to such Fiscal Year, as computed based on the filed income tax returns of the Company, over (y) amounts previously distributed to each such Member pursuant to Section 4.1 during such Fiscal Year or pursuant to this Section 4.4 with respect to such Fiscal Year (which, for the avoidance of doubt, shall not include any distributions made pursuant to this Section 4.4 with respect to prior Fiscal Years). Any amount distributed pursuant to this Section 4.4 shall be deemed to be an advance distribution of amounts otherwise distributable to the Members pursuant to Section 4.1 or Article IX and shall reduce the amounts that would subsequently otherwise be distributed to the Members pursuant to Section 4.1 or Article IX in the order in which they would otherwise have been distributable.

Article V

Transferability

5.1 Transfer Generally. No Member shall be permitted to Transfer all or any portion of its Interests except pursuant to, and in compliance with, this Article V. Additionally, no Member shall be permitted to Transfer all or any portion of its Voting Interests prior to [●] if such Transfer would result in a loss of such Member's Designation Rights pursuant to Section 6.2. No Transfer of any Voting Interest in the Company shall be effective until such time as all requirements of this Article V in respect thereof have been satisfied and, if consents, approvals or waivers are required by the Board, all of same shall have been confirmed in writing by the Board. Subject to Section 5.2, Section 5.3, Section 5.4, Section 5.5 and Section 5.8, a Member may Transfer all or a portion of its Voting Interest in the Company without the consent of the Board or any other Member. Notwithstanding the foregoing, except for a Transfer to a trust or similar estate planning vehicle established for the sole benefit of one or more family members that is permitted by the applicable Award Agreement, a holder of Management Incentive Interests may not transfer such Management Incentive Interests without Board consent and any attempted Transfer of such Management Incentive Interests without such consent shall be null and void *ab initio*.

5.2 Right of First Offer.

(a) Except in a transaction pursuant to which Section 5.4 applies or in connection with a repurchase of Voting Interests from any individual serving as an employee or consultant of the Company or any of its Subsidiaries, if any Member wishes to Transfer all or any portion of its Voting Interests (such Member, the "Selling ROFO Member") to any Person other than a Permitted Transferee (each such Person, a "Third Party Purchaser"), such Selling ROFO Member shall first offer such Voting Interests that are proposed to be Transferred by sending written notice (the "ROFO Offer Notice") to the Company, which ROFO Offer Notice shall be an offer to sell and shall state the proposed terms of such Transfer, including (i) the number of Voting Interests such Selling ROFO Member proposes to Transfer (the "Offered Interests"), (ii) the proposed amount and consideration per Common Interest or Nexus Incentive Interests, as applicable (which consideration shall be exclusively cash) (the "Offer Sale Price"), and (iii) all other material terms and conditions of the proposed Transfer. The ROFO Offer Notice shall constitute an irrevocable offer by the Selling ROFO Member to sell to the Company and the Rightholders the Offered Interests for cash at the Offer Sale Price on the terms set forth in the ROFO Offer Notice, pursuant to the terms and conditions of this Section 5.2.

(b) The Company shall have a period of ten (10) Business Days following the receipt of the ROFO Offer Notice (the "ROFO Evaluation Period") to accept the Selling ROFO Member's offer by delivering written notice (the "ROFO Offer Purchase Notice") to the Selling ROFO Member agreeing to purchase up to the number of Offered Interests on the terms set forth in the ROFO Offer Notice (including

the same price and with the same amount of consideration), which ROFO Offer Purchase Notice shall indicate the number of Offered Interests it wishes to purchase and include the Company's election and agreement to purchase such Offered Interests.

(c) Subject to the terms of Section 5.2(d) below, each Selling ROFO Member hereby unconditionally and irrevocably grants to Qualifying Holders a secondary right to purchase on a *pro rata* basis, in proportion to such Qualifying Holder's Percentage Interests, all or any portion of the Offered Interests not elected to be purchased by the Company pursuant to Sections 5.2(a) and 5.2(b) (a "Purchase Right," and each Qualifying Holder with a Purchase Right, a "Rightholder"). If the Company does not provide the ROFO Offer Purchase Notice exercising its rights with respect to all Offered Interests, the Company must deliver a notice to the Selling ROFO Member and to each other Rightholder to that effect no later than fifteen (15) Business Days after the Selling ROFO Member delivers the ROFO Offer Notice to the Company (the "Company ROFO Notice"). The Company ROFO Notice shall state the proposed terms of such Transfer, including (i) the number of Offered Interests available for purchase by the Qualifying Holders (the "Remaining Offered Interests"), (ii) the Offer Sale Price, and (iii) all other material terms and conditions of the proposed Transfer included in the ROFO Offer Notice. To exercise its Purchase Right, such Rightholder must deliver written notice to the Selling ROFO Member and the Company within ten (10) Business Days after delivery of the Company ROFO Notice indicating the number of Remaining Offered Interests it wishes to purchase and including the Rightholder's election and agreement to purchase such Offered Interests (the "Rightholder Offer Purchase Notice").

(d) If more than one Rightholder elects to purchase Remaining Offered Interests prior to the expiration of the ten (10) Business Day period specified in the last sentence of Section 5.2(c) (the "Rightholder Notice Period") and the aggregate number of Remaining Offered Interests elected to be purchased by such Rightholders exceeds the aggregate number of Remaining Offered Interests, the Remaining Offered Interests shall be allocated among such Rightholders *pro rata* based on the number of Remaining Offered Interests such Exercising Rightholders have elected to purchase pursuant to the Purchase Right until all Remaining Offered Interests shall have been so allocated or each Exercising Rightholder shall have been allocated all of the Remaining Offered Interests specified by each such Exercising Rightholder in its Rightholder Offer Purchase Notice. If options to purchase have been exercised by the Company and/or the Rightholders pursuant to Sections 5.2(b) and 5.2(c) with respect to some but not all of the Offered Interests by the end of Rightholder Notice Period, then the Company shall, within five (5) Business Days after the expiration of the Rightholder Notice Period, send written notice (the "Company Undersubscription Notice") to those Rightholders who fully exercised their Purchase Right within the Rightholder Notice Period (the "Exercising Rightholders"). Each Exercising Rightholder shall, subject to the provisions of this Section 5.2(d), have an additional option to purchase all or any part of the balance of any such remaining unsubscribed shares of Offered Interests on the terms and conditions set forth in the ROFO Offer Notice. To exercise such option, an Exercising Rightholder must deliver a Company Undersubscription Notice to the Selling ROFO Member and the Company within ten (10) Business Days after the expiration of the Rightholder Notice Period. In the event there are two (2) or more such Exercising Rightholders that choose to exercise the last-mentioned option for a total number of remaining shares in excess of the number available, the remaining shares available for purchase under this Section 5.2(d) shall be allocated to such Exercising Rightholders *pro rata* based on the number of shares of Offered Interests such Exercising Rightholders have elected to purchase pursuant to the Purchase Right (without giving effect to any shares of Offered Interests that any such Exercising Rightholder has elected to purchase pursuant to the Company Undersubscription Notice). If the options to purchase the remaining Offered Interests are exercised in full by the Exercising Rightholders, the Company shall immediately notify all of the Exercising Rightholders and the Selling ROFO Member of that fact.

(e) If (i) no ROFO Offer Purchase Notice or Rightholder Offer Purchase Notice has been timely delivered under Section 5.2(b) or Section 5.2(c), as applicable, (ii) the ROFO Offer Purchase Notices

and/or Rightholder Offer Purchase Notices that are delivered do not cover all of the Offered Interests or (iii) the Company or a Rightholder fails to purchase all of the Offered Interests that the Company or such Rightholder has agreed to purchase pursuant to Sections 5.2(b) or 5.2(c), respectively, then the Selling ROFO Member shall be permitted to Transfer any or all of the Offered Interests that have not been purchased by the Company or the Rightholders to the applicable Third Party Purchaser(s) on terms and conditions no more favorable to such Third Party Purchaser than those set forth in the ROFO Offer Notice for a purchase price in cash that is no lower than the Offer Sale Price (a “ROFO Third Party Sale”); provided, however, that such ROFO Third Party Sale is consummated within sixty (60) days after the earlier to occur of (i) the waiver by the Company or all of the Rightholders of their option to purchase the Offered Interests and (ii) the expiration of the Rightholder Notice Period (such period, the “ROFO Third Party Sale Period”). If such ROFO Third Party Sale is not consummated within such ROFO Third Party Sale Period for any reason, then the restrictions provided for in this Section 5.2 shall again become effective, and no Transfer of Voting Interests may be made thereafter by the Selling ROFO Member without again offering the same to the Company or Rightholders in accordance with this Section 5.2.

(f) The Selling ROFO Member shall notify (the “Final Offer Notice”) each Rightholder within three (3) Business Days following the expiration of the Rightholder Notice Period, with copy to the Company, of the number of Offered Interests which such Rightholder has agreed to purchase pursuant to this Section 5.2. The closing of the sale of the applicable Offered Interests to the Company and/or the Exercising Rightholders shall take place at 10:00 a.m. on the tenth (10th) Business Day after the expiration of the Rightholder Notice Period unless the parties agree on a different place or time. Each the Company and each Rightholder, as applicable, shall, at the closing, deliver to the Selling ROFO Member payment in full in immediately available funds for the Offered Interests purchased by it; it being further agreed that no portion of the purchase price shall be subject to any escrow or holdback. At such closing, all the parties to the transaction shall execute such additional documents as are otherwise necessary or appropriate.

(g) At the closing contemplated by Section 5.2(f) above, the Selling ROFO Member shall provide customary representations, warranties, covenants and indemnities in its individual capacity in connection with such transaction; provided, however, that such representations, warranties, covenants and indemnities shall be limited to customary fundamental representations and warranties regarding (i) its brokers and finders, (ii) title to its Offered Interests, free and clear of all liens, claims and encumbrances (other than those arising under applicable securities laws and this Agreement), (iii) its authority, power and right to enter into and consummate the transaction without violating any other material agreement or applicable law, (iv) its power and right to enter into and consummate the transaction without the consent of a Governmental Authority or Person and (v) the absence of any required consents for it to enter into and consummate the transaction and the absence of any registration requirements in connection therewith. The Selling ROFO Member’s liability under the definitive transfer agreement with respect to such transaction will not exceed the total purchase price received by the Selling ROFO Member in such transaction except for liability resulting from fraud or knowing and willful breach. In no event shall any Affiliate (other than any Affiliate of such Selling ROFO Member which Affiliate itself is Transferring Voting Interests in such transaction) of such Selling ROFO Member be liable under such transaction, in any respect.

5.3 Tag-Along Rights.

(a) Without limiting the other terms and conditions hereof, if at any time one or more Members (a “Tag-Along Seller”) propose to Transfer fifteen percent (15%) or more of the outstanding Voting Interests (but less than one hundred percent (100%) of the Voting Interests), in a single transaction or series of related transactions (other than any Drag-Along Transaction or any Transfers by a Member to any Affiliates of such Member, a “Tag-Along Sale”, and the purchaser involved in such transaction(s), the “Tag-Along Purchaser”), then, following compliance by the Tag-Along Seller with Section 5.2, each other Member (other than Affiliates of a Tag-Along Seller) (each, a “Tag-Along Rightholder”) shall have the

right to make an offer to sell to such Tag-Along Purchaser, at the same price (subject to Section 5.3(b)) and upon the same terms and conditions set forth in the Tag-Along Notice (as defined below), a number of Voting Interests held by such Tag-Along Rightholder (the “Tag-Along Offered Interests”) equal to the product obtained by multiplying (i) the total number of Voting Interests owned by such Tag-Along Rightholder at the Tag-Along Record Date (as defined below) by (ii) a fraction, the numerator of which is the number of Voting Interests intended to be sold by the Tag-Along Seller in such Tag-Along Sale and the denominator of which is the total number of Voting Interests owned by such Tag-Along Seller at the Tag-Along Record Date.

(b) The Tag-Along Seller shall give written notice to the Company of each proposed Transfer by it that gives rise to the rights of the Tag-Along Rightholders set forth in this Section 5.3, at least thirty (30) days prior to the proposed consummation of such Transfer and the Company, within three (3) Business Days after receiving notice from such Tag-Along Seller, shall give notice of such Transfer to each Tag-Along Rightholder. The close of business on the tenth (10th) Business Day following the date that each notice is given by the Company shall be deemed to be the “Tag-Along Record Date”. The notice provided by the Tag-Along Seller, and forwarded by the Company, shall set forth in reasonable detail, based on information available to the Tag-Along Seller, the name of such Tag-Along Seller, the number of Voting Interests that will be held by such Tag-Along Seller as of the Tag-Along Record Date and the number and class of Voting Interests proposed to be sold by such Tag-Along Seller, the name of and contact information for the proposed Tag-Along Purchaser (including any material relationships with the Company or any Tag-Along Seller), the proposed amount and form of consideration and terms and conditions of payment offered by such Tag-Along Purchaser, the percentage (or a reasonable estimate of the minimum and maximum percentage) of its Voting Interests that such Tag-Along Rightholder may sell to such Tag-Along Purchaser (determined in accordance with Section 5.3(a)) and the purchase price per Common Interest or Nexus Incentive Interests (or a reasonable estimate of the maximum and minimum per share purchase price) (the “Tag-Along Notice”). Where the Tag-Along Seller is seeking to sell Common Interests, the purchase price per Nexus Incentive Interest to be set forth in the Tag-Along Notice shall equal that amount that each Nexus Incentive Interest would receive if the entire equity valuation of the Company, as implied by the price per Common Interest, were distributed pursuant to Section 4.1. The tag-along rights provided by this Section 5.3 must be exercised by any Tag-Along Rightholder wishing to sell Tag-Along Offered Interests no later than the Tag-Along Record Date, which exercise shall be by delivery of a written irrevocable offer (the “Tag-Along Rightholder’s Offer”) to the Tag-Along Seller and the Company indicating such Tag-Along Rightholder’s wish to have its Tag-Along Offered Interests included in the Tag-Along Sale and specifying the number and class of Tag-Along Offered Interests (up to the maximum number of Tag-Along Offered Interests as determined in accordance with Section 5.3(a)) it wishes to sell; provided that any Tag-Along Rightholder may waive its tag-along rights under this Section 5.3 with respect to such Tag-Along Sale prior to the expiration of such ten (10) Business Day period by giving written notice thereof to the Tag-Along Seller, with a copy to the Company (and failure to deliver a Tag-Along Rightholder’s Offer by the Tag-Along Record Date will be deemed to be a waiver of such Tag-Along Rightholder’s tag-along rights under this Section 5.3 with respect to such Tag-Along Sale). Subject to the other terms herein, delivery of the Tag-Along Rightholder’s Offer will constitute an irrevocable binding commitment by such Tag-Along Rightholder to sell the number of Tag-Along Offered Interests specified in such Tag-Along Rightholder’s Offer on the terms set forth in the Tag-Along Notice.

(c) The Tag-Along Seller shall attempt to obtain the inclusion in the proposed Tag-Along Sale of the entire number of Tag-Along Offered Interests that the Tag-Along Rightholders timely elect to have included in such Tag-Along Sale. If the Tag-Along Seller is unable to obtain such inclusion of all such Tag-Along Offered Interests, then (i) the number of Tag-Along Offered Interests to be sold in such Tag-Along Sale shall be allocated on a pro rata basis among the Tag-Along Seller and each Tag-Along Rightholder who shall have timely elected to participate in such Tag-Along Sale in proportion to the total number of Voting Interests offered and eligible to be sold in the Tag-Along Sale by each such

Member or (ii) the Tag-Along Seller shall be permitted to sell its Voting Interests in such Tag-Along Sale provided that it purchases, for the same price and upon the same terms, from each Tag-Along Rightholder who shall have timely elected to participate in such Tag-Along Sale the number of Voting Interests that such Tag-Along Rightholder could have included in such Tag-Along Sale.

(d) The Tag-Along Rightholders shall make or provide the same representations, warranties, covenants (other than non-competes and restrictive covenants), indemnities and agreements the Tag-Along Seller makes or provides in connection with the Tag-Along Sale (except that in the case of representations, warranties, covenants, indemnities and agreements pertaining specifically to the Tag-Along Seller, the Tag-Along Rightholders shall make the comparable representations, warranties, covenants, indemnities and agreements pertaining specifically to them). The liability of any Tag-Along Rightholder shall be capped at the proceeds actually received in such sale by such Tag-Along Rightholder and no Tag-Along Rightholder shall be required to enter into noncompetition, non-solicitation or similar restrictive covenants and each Tag-Along Rightholder's liability shall be several and not joint. If (i) the Tag-Along Seller has not consummated the Tag-Along Sale within forty-five (45) days of the delivery to the Company of the related Tag-Along Notice (for any reason other than the failure of a Tag-Along Rightholder to sell its Voting Interests under this Section 5.3) or (ii) the terms and conditions of the Tag-Along Sale shall change, in any respect, from those in the Tag-Along Notice, then the Tag-Along Notice and any Tag-Along Rightholder's Offer shall be null and void and it shall be necessary for a separate Tag-Along Notice to be furnished and the terms and provisions of this Section 5.3 separately complied with, in order to subsequently consummate such proposed Tag-Along Sale pursuant to this Section 5.3; provided, however, that the Tag-Along Notice and the Tag-Along Rightholder's Offers shall not be null and void if the Tag-Along Seller receives the unanimous written consent of each of the Tag-Along Rightholders agreeing to an extension and/or revised terms. Notwithstanding any other provision of this Section 5.3, there shall be no liability on the part of any Tag-Along Seller to any other Member arising from the failure of any Tag-Along Seller to consummate the Tag-Along Sale for any reason and the decision to consummate such Tag-Along Sale shall be in the sole discretion of the Tag-Along Seller.

5.4 Drag-Along Right.

(a) If one (1) or more Members holding a majority of the outstanding Voting Interests (such Members, the "Selling Members") propose to consummate a Drag-Along Transaction with a Potential Purchaser in a bona fide transaction, the Selling Members may, at their option, require the other Members (the "Compelled Members") to sell to the Potential Purchaser the same portion of its own Voting Interests as is being sold by the Selling Members in such transaction, or otherwise participate in such transaction, on the same terms and conditions upon which the Selling Members propose to enter into such sale (a "Drag-Along Sale"), subject to the other provisions of this Section 5.4. "Drag-Along Transaction" means: (a) any merger, recapitalization, consolidation or restructuring or any other transaction that would result in a change of control of the Company; (b) a sale or other disposition of all or substantially all of the assets of the Company and its Subsidiaries (together as a whole) to be followed promptly by a dissolution with respect to the Company or a distribution to the Members of all or substantially all of the net proceeds of such disposition after payment or other satisfaction of liabilities and other obligations of the Company and its Subsidiaries; or (c) the sale of fifty percent (50%) or more of the outstanding Voting Interests in a single transaction or series of related transactions. Notwithstanding the foregoing, any Transfers solely among Members, on one hand, and Affiliates of such Members, on the other hand, shall be excluded from the definition of "Drag-Along Transaction".

(b) The Selling Members shall provide a written notice (the "Drag-Along Notice") of such Drag-Along Sale to each of the Compelled Members, with a copy to the Company, not later than ten (10) Business Days prior to the proposed consummation of the Drag-Along Sale by the Potential Purchaser. The Drag-Along Notice shall contain written notice of the exercise of the rights of the Selling Members

pursuant to Section 5.4(a), setting forth the applicable form of consideration, and price per Common Interest and Nexus Incentive Interest, to be paid by the Potential Purchaser and all other material terms and conditions of the Drag-Along Sale and a copy of the definitive purchase agreement or similar document providing for the Drag-Along Sale. The purchase price per Nexus Incentive Interest to be set forth in the Drag-Along Notice shall equal that amount that each Nexus Incentive Interest would receive if the entire equity valuation of the Company, as implied by the price per Common Interest, were distributed pursuant to Section 4.1.

(c) At the closing of the Drag-Along Sale, the Potential Purchaser shall remit to each Compelled Member the total consideration due such Compelled Member in respect of the Voting Interests sold by such Compelled Member in the Drag-Along Sale, less a pro rata portion of any amounts to be held in escrow or subject to an earn-out or similar provision and of the expenses (including reasonable documented legal expenses) incurred by the Selling Members in connection with such sale for the benefit of and on behalf of all the Selling Members.

(d) If the Selling Members shall not have completed the Drag-Along Sale on the later of (i) the date that is one hundred twenty (120) calendar days following delivery of the Drag-Along Notice and (ii) the fifth Business Day following the expiration or termination of all waiting periods under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and receipt of all requisite consents or approvals under any other applicable regulatory regimes, to the extent applicable to such Drag-Along Sale, then no Member shall have any obligation with respect to the Drag-Along Sale set forth in such Drag-Along Notice; provided that the provisions of this Section 5.4 shall apply to any subsequent Drag-Along Sale.

(e) Except as expressly provided in this Section 5.4, the Selling Members shall have no obligation to any Compelled Member to consummate any Drag-Along Sale (it being understood that any and all such decisions shall be made by the Selling Members in their sole discretion). In the event that the Drag-Along Sale is not consummated by the Selling Members, the Compelled Members shall not be entitled to sell or otherwise dispose of any of their Voting Interests directly to any third party or parties pursuant to such Drag-Along Sale (it being understood that all such sales and other dispositions shall be made only on the terms and pursuant to the procedures set forth in this Article V).

(f) In furtherance of, and not in limitation of, the foregoing, in connection with any Drag-Along Sale, each Member will (i) to the fullest extent permitted by law, raise no objections in its capacity as a Member against the Drag-Along Sale or the process pursuant to which it was arranged and waive all dissenters rights, appraisal rights and similar rights in connection with the Drag-Along Sale, (ii) vote or provide its written consent with respect to all of its Voting Interests in favor of the transaction pursuant to which the Transfer is effected and (iii) execute all documents containing terms and conditions consistent with the provisions of this Section 5.4 which are also executed by the Selling Members and are reasonably necessary to effect the transaction; provided, however, that no Compelled Member shall be required to enter into a release or non-compete or non-solicitation or no-hire provision, an exclusivity provision or any other provision that is not a strictly financial term related directly to such Drag-Along Sale; provided further that (A) the liability of the Members shall be several and not joint, (B) no Compelled Member shall have any liability to the Company or any other Member for any breaches of the representations, warranties or covenants of any other Member or the fraud or willful misconduct of any other Member, (C) any obligations of a Compelled Member under the agreement governing such transaction and any related escrow agreement shall be borne pro rata among the Members based on the proceeds and assets payable to such Members in such transaction (other than with respect to representations and warranties that relate specifically to a particular Member or its Voting Interests, which obligations shall be borne solely by such Member) and shall in no event exceed the actual proceeds and assets received by such Compelled Member in such transaction, and (D) no Compelled Member shall be required to make any representations or warranties or covenants in connection with such transaction except, as applicable, with

respect to (1) such Compelled Member's ownership of such Compelled Member's Voting Interests, (2) subject to the provisions of clauses (B) and (C) above, customary security holder indemnities for breaches of such Compelled Member's representations, warranties and covenants, (3) such Compelled Member's ability to convey title to such Compelled Member's Voting Interests free and clear of liens, (4) such Compelled Member's ability, power and authority to enter into the transaction, and (5) customary and reasonable covenants regarding confidentiality, publicity and similar matters that are consistent with those set forth in this Agreement.

(g) Notwithstanding anything in this Section 5.4 to the contrary, if the Selling Members or any of their respective Representatives, directly or indirectly, receive any consideration from the Potential Purchaser or any of the Potential Purchaser's Affiliates in connection with, or pursuant to oral or written agreements entered into substantially contemporaneously with, a Drag-Along Sale (including any payment for non-compete covenants, consulting arrangements or advisory or transaction services) other than (i) the consideration that is received by the Compelled Members on a pro rata basis as part of the Drag-Along Sale in accordance with Section 5.4(h) and (ii) consideration that is received by any Member for bona fide services rendered to the Company for periods commencing following the closing of a Drag-Along Sale on an arm's-length basis, then the Selling Members shall cause each of the Compelled Members to receive their pro rata share, determined by reference to the respective amounts of consideration otherwise payable to each Member (including the Selling Members) as part of the Drag-Along Sale, of such consideration.

(h) All Members shall receive the same type and amount of consideration per share of Voting Interests in connection with a Drag-Along Sale (or if any Member is given an option as to the form of consideration to be received, all other Members shall be given the same option on the same terms).

(i) Notwithstanding anything in this Section 5.4 to the contrary, a Member may elect to have this Section 5.4(i) apply to a Drag-Along Transaction, and if a Member makes such election by providing notice to the Company of such election, the maximum amount payable to such Member that elects to have this provision apply to such Member (a "Listing Rules Member") pursuant to a sale or other disposition of such Listing Rules Member's Voting Interests and over which the applicable Listing Rules Member does not have sole discretion as to whether to enter into and consummate the applicable sale (including a Drag-Along Sale) (a "Listing Rules Subject Sale") shall be either (a) the minimum amount that would result in such Listing Rules Subject Sale constituting a UK Class 2 Transaction minus one pound Sterling (£1.00) or (b) such other amount as such Listing Rules Member notifies to the Company in writing from time to time; provided that Barclays is hereby deemed to be a Listing Rules Member for purposes of this section and is not required to provide notification to the Company of its election as such.

5.5 Company Sale Right.

(a) At any time from and after the sixth (6th) anniversary of the date of this Agreement, Nexus, for so long as Nexus holds at least the Nexus Minimum Holdings, may, upon the written notice to the Board, cause the Company to pursue a Sale of the Company (a "Sale Process"), including:

(i) (A) selecting an investment bank, providing confidential information to such investment bank and potential acquirers (pursuant to a confidentiality agreement), undertaking an auction or other sale process, selecting the winning bidder and negotiating the requisite documentation, and (B) assisting in the negotiation of the requisite documentation and preparation of schedules;

(ii) providing confidential information and making the Company's properties, books and records, and other assets reasonably available for inspection by potential acquirers (pursuant to confidentiality agreements);

(iii) establishing a physical or electronic data room including materials customarily made available to potential acquirers in connection with such processes; and

(iv) making the Company's corporate office employees (including the chief executive officer) reasonably available for presentations, interviews and other diligence activities.

(b) If the Sale Process results in a proposed Sale of the Company that is approved by the Board in accordance with the terms and conditions of this Agreement, the Company may engage in such Sale of the Company, and each Member will (i) to the fullest extent permitted by law, raise no objections in its capacity as a Member against such Sale of the Company or the Sale Process and waive all dissenters rights, appraisal rights and similar rights in connection with such Sale of the Company, (ii) vote or provide its written consent with respect to all of its Voting Interests in favor of the transaction pursuant to which the Transfer is effected and (iii) execute all documents containing terms and conditions consistent with the provisions of this Section 5.5(b) which are reasonably necessary to effect the transaction; provided, however, that no Member shall be required to enter into a release or non-compete or non-solicitation or non-hire provision, an exclusivity provision or any other provision that is not a strictly financial term related directly to such Sale of the Company. All Members shall receive the same type and amount of consideration per share of Common Interests in connection with a Sale of the Company pursuant to this Section 5.5 (or if any Member is given an option as to the form of consideration to be received, all other Members shall be given the same option on the same terms). However, holders of Nexus Incentive Interests shall receive the purchase price per Nexus Incentive Interest equal that amount that each Nexus Incentive Interest would receive if the entire equity valuation of the Company, as implied by the price per Common Interest, were distributed pursuant to Section 4.1.

5.6 Preemptive Rights.

(a) If the Company or any Subsidiary shall propose to issue and sell Common Interests, other equity securities of the Company or any Subsidiary, or securities convertible into or exchangeable therefor (collectively, the "New Securities"), or enter into any contracts relating to the issuance or sale of any New Securities to any Person (the "Subject Purchaser"), in each case, other than with respect to Excluded Issuances, each Member who, together with its Affiliates, at the time of such proposed sale or issuance holds at least one percent (1%) of all issued and outstanding Voting Interests (for the purposes of this Section 5.6, a "Preemptive Rightholder") shall have the right (a "Preemptive Right") to purchase such Preemptive Rightholder's pro rata portion (based on ownership of Voting Interests) of the New Securities at the same price and on the same other terms proposed to be issued and sold (the "Preemptive Percentage"). The Company shall offer to sell to any such Preemptive Rightholder its Preemptive Percentage of such New Securities (the "Offered Preemptive Securities") and to sell to any such Preemptive Rightholder such of the Offered Preemptive Securities as shall not have been subscribed for by the other Preemptive Rightholders as hereinafter provided, at the price and on the terms described above, which shall be specified by the Company in a written notice delivered to any such Preemptive Rightholder which such notice shall also state (x) the number of New Securities proposed to be issued and (y) the portion of the New Securities available for purchase by such Preemptive Rightholder (the "Preemptive Offer"). The Preemptive Offer shall by its terms remain open for a period of at least ten (10) days from the date of receipt thereof and shall specify the date on which the Offered Preemptive Securities will be sold to accepting Members (which shall be at least fifteen (15) but not more than one hundred and fifty (150) days from the date of the Preemptive Offer). The failure of any Preemptive Rightholder to respond to the Preemptive Offer during the ten (10) day period shall be deemed a waiver of such Preemptive Rightholder's Preemptive Right in connection

with the sale of such Offered Preemptive Securities.

(b) Each such Preemptive Rightholder shall have the right, during the period of the Preemptive Offer, to purchase any or all of its Preemptive Percentage of the Offered Preemptive Securities at the purchase price and on the terms stated in the Preemptive Offer. Notice by any Preemptive Rightholder of its acceptance, in whole or in part, of a Preemptive Offer shall be in writing (a “Notice of Acceptance”) signed by such Preemptive Rightholder and delivered to the Company prior to the end of the specified period of the Preemptive Offer, setting forth the Offered Preemptive Securities such Preemptive Rightholder elects to purchase.

(c) Each such Preemptive Rightholder shall have the additional right to offer in its Notice of Acceptance to purchase any of the Offered Preemptive Securities not accepted for purchase by any other Preemptive Rightholders, in which event such Offered Preemptive Securities not accepted by such other Preemptive Rightholders shall be deemed to have been offered to and accepted by the Members exercising such additional right under this paragraph (c) pro rata in accordance with their respective Preemptive Percentage (determined without regard to those Preemptive Rightholders not electing to purchase their full respective Preemptive Percentage under the foregoing paragraph (a)) on the same terms and conditions as those specified in the Preemptive Offer, but in no event shall any such electing Preemptive Rightholder be allocated a number of New Securities in the Company in excess of the maximum number of Offered Preemptive Securities such Member has elected to purchase in its Notice of Acceptance.

(d) At the closing of the purchase of New Securities subscribed for by the Members under this Section 5.6 the Company shall deliver certificates (if the Company has elected to issue certificates) representing the New Securities, and such New Securities shall be issued free and clear of all liens and the Company shall so represent and warrant, and further represent and warrant that such New Securities shall be, upon issuance thereof to the Members that elected to purchase New Securities and after payment therefor, duly authorized, validly issued, fully paid and non-assessable. Each Preemptive Rightholder purchasing the New Securities shall deliver at the closing payment in full in immediately available funds for the New Securities purchased by it. At such closing, all of the parties to the transaction shall execute (including the Company in respect of any Voting Interests in the event that any Member fails to do so within a reasonable time) such additional documents as are otherwise necessary or appropriate.

(e) In its discretion, the Board may impose other reasonable and customary terms and procedures, such as setting a closing date, rounding the number of New Securities covered by this Section 5.6 to the nearest whole number or dollar of New Security, as applicable, and requiring customary closing deliveries in connection with any Preemptive Offer.

(f) Sale to Subject Purchaser. In the case of any Preemptive Offer, if Notices of Acceptance given by the Members do not cover in the aggregate all of the Offered Preemptive Securities, the Company may during the period of ninety (90) days following the date of expiration of such Preemptive Offer sell to any other Person or Persons all or any part of the New Securities not covered by a Notice of Acceptance, but only on terms and conditions that are no more favorable to such Person or Persons or less favorable to the Company than those set forth in the Preemptive Offer. If such sale is not consummated within such ninety (90) day period for any reason, then the restrictions provided for herein shall again become effective, and no issuance and sale of New Securities may be made thereafter by the Company without again offering the same in accordance with this Section 5.6. The closing of any issuance and purchase pursuant to this Section 5.6 shall be held at a time and place as the parties to the transaction may agree.

(g) Preemptive Rights Exception. Notwithstanding anything to the contrary herein, if the Board, acting in good faith, determines that it would be in the best interests of the Company to issue

New Securities which would otherwise be required to be offered to the Members under this Section 5.6 prior to making such offer, the Company may issue such New Securities to a Person (an “Accelerated Acquirer”) without first complying with the procedures set forth in Section 5.6(a); provided, however, that within ten (10) Business Days after the closing of such issuance, the Company shall provide to each Preemptive Rightholder: (i) written notice of such issuance and the Preemptive Offer required by Section 5.6(a) and (ii) the Preemptive Right to purchase such Member’s Preemptive Percentage of the New Securities that such Member would have been entitled to purchase pursuant to the procedures set forth in Section 5.6(a), Section 5.6(b), and Section 5.6(c) had this Section 5.6(g) not been invoked, subject to such eligible Member’s delivery of a Notice of Acceptance pursuant to Section 5.6(b) prior to the later of the end of the specified period of the Preemptive Offer and five (5) Business Days after receipt of notice of the Preemptive Offer, and which shall be on the same terms and conditions provided in the provisions of this Section 5.6 relating to the Preemptive Right, the closing of such purchase to take place as soon as reasonably practicable. If one or more Members exercise the election to make a purchase, the Company shall give effect to each such exercise by (i) requiring that the Accelerated Acquirer (in which case the Accelerated Acquirer hereby agrees to) sell down a portion of its New Securities, (ii) issuing additional New Securities to such Member or (iii) a combination of (i) and (ii), so long as such action effectively provides such Member with the same number of New Securities that such Member would have been entitled to had this Section 5.6(g) not been invoked.

5.7 Debt Preemptive Rights.

(a) In the event the Company or any of its Subsidiaries issues any debt securities to, or borrows money (in the form of a Term Loan or otherwise) from, one or more Members or their Affiliates directly or indirectly, other than: (1) borrowings under the Company’s and its Subsidiaries’ existing credit facilities, or (2) borrowings in which Jefferies is acting in its capacity as lender or arranger and at least five (5) Directors (not counting the Industry Director for this purpose) have approved waiver of the preemptive rights set forth in this Section 5.7 with respect to such loan, each Member who, at the time of such proposed sale or issuance holds at least one percent (1%) of all issued and outstanding Voting Interests (for the purposes of this Section 5.7, each “Debt Right Holder”) shall have the right to purchase or lend up to an amount of such debt securities or borrowed amounts (its “Allocated Share”) equal to (1) the product of (x) the principal amount of debt securities being issued or the principal amount being borrowed, as applicable, and (y) such Debt Right Holder’s Percentage Interest. If the Company intends to issue any debt securities to, or borrow money from, one or more Members or their Affiliates, directly or indirectly, the Company shall deliver a written notice (a “Debt Preemptive Rights Notice”) to the Debt Right Holders specifying (i) the amount of its Allocated Share, (ii) the anticipated closing date; and (iii) any other material terms of such issuance or borrowing.

(b) Within five (5) Business Days following receipt of a Debt Preemptive Rights Notice, each Debt Right Holder shall deliver to the Company a written notice (a “Debt Exercise Notice”) (i) indicating whether it will exercise its right to participate in the offering or borrowing and (ii) specifying the principal amount it wishes to purchase or lend in connection therewith up to its Allocated Share. If any Debt Right Holder fails to deliver a Debt Exercise Notice to the Company within such fifteen (15) Business Day period, such Debt Right Holder shall be deemed to have elected not to participate in such offering or borrowing.

(c) To the extent any Debt Right Holder fails to exercise fully its aggregate Preemptive Rights granted pursuant to this Section 5.7 with respect to such offering or borrowing, the Company shall have ninety (90) days thereafter to sell such debt securities or borrow such amounts upon terms not materially more favorable, taken as a whole (as determined conclusively by the Board in good faith), than specified in the Debt Preemptive Rights Notice.

(d) The Preemptive Rights set forth in this Section 5.7 may not be assigned or transferred, except that such right may be assigned by any Debt Right Holder to any Affiliate of such Debt Right Holder.

5.8 General Restrictions on Transfer; Admission of New Members.

(a) Any Person acquiring one or more Voting Interests from the Company or from any Member in accordance with this Agreement shall, unless such acquiring Person is already a Member as of immediately prior to such acquisition, be admitted to the Company as a Member only upon execution of a joinder to this Agreement substantially in the form attached hereto as Exhibit D.

(b) Notwithstanding anything to the contrary contained in this Agreement, no Transfer of Voting Interests issued to a Member pursuant to the Plan or in connection with the exercise of the Warrants shall be made if such Transfer or issuance (i) would result in any circumstances that the Board determines could require the Company to file reports under the Exchange Act, (ii) would violate any state or U.S. federal securities laws, (iii) would require the Company to register as an investment company under the Investment Company Act of 1940, as amended, (iv) would require the Company to register as an investment adviser under state or U.S. federal securities laws, or (v) would, as reasonably determined by the Board, cause the Company to be treated as a publicly traded partnership for U.S. federal income tax purposes. If any Member purports to Transfer Voting Interests to any Person in a transaction that would violate the provisions of this Article V or that would violate any applicable federal or state securities law, such Transfer shall be void *ab initio* and of no effect.

(c) No Transfer of Voting Interests may be made to any Competitor of the Company without the approval of the Board, other than in a Drag-Along Sale in accordance with Section 5.4 or a Sale of the Company pursuant to Section 5.5.

5.9 Resignation. No Member shall have the right or power to resign, withdraw or retire from the Company, except upon a Transfer of all of such Member's Voting Interests in compliance with and subject to, the provisions of this Article V.

5.10 Record of Members. The Board shall be responsible for maintaining, at the Company's principal place of business, an up-to-date list of all Members ("Member List"), which shall reflect the name of each Member and the number Voting Interests and Percentage Interest held by such Member. The Board shall be required to update the Member List and Exhibit B of this Agreement from time to time so as to accurately reflect the information contained thereon upon (a) the resignation of a Member, (b) the admission of a new Member or (c) any change in the number of Voting Interests owned by a Member.

5.11 Registration Rights. The Members shall have the registration rights, and Transfers shall be subject to terms and conditions, set forth on Annex I, which is hereby made part of this Agreement as if it was set forth in full in this Section 5.11.

5.12 Mandatory Repurchase of Interests. Notwithstanding any provisions hereof to the contrary, in the event that a Member determines in its sole discretion that (i) the holding of any rights, interests or obligations with respect to the Company or this Agreement will or could be unlawful or a breach of any Banking Laws or any other applicable laws, whether U.S. or foreign, or (ii) there has been, is, or could be, an act, matter, event or circumstance related to the Company that results in or could result in damage to the reputation of the Member or any of its Affiliates, upon prior written notice to the Company, the Member shall have the right to require the Company to repurchase its rights, interests and obligations with respect to this Company or this Agreement for \$1.00. In connection with a Sale of the Company, the Company

shall cause the terms of the Voting Interests to include provisions which give effect to the Member's rights provided in this Section 5.12.

Article VI **Governance**

6.1 Board of Directors.

(a) Except for situations in which the approval of any Member is required by this Agreement, management of the Company shall be vested in the Board. "Board" means all the Persons elected and serving from time to time as the Board in accordance with Section 6.1(b) and Section 6.2. Each member of the Board is referred to as a "Director". There is no limit on the number of terms a Director may serve on the Board and a Director need not be a resident of the State of Delaware or a Member of the Company.

(b) Subject to the provisions of Section 6.13 to the extent applicable, (i) this Agreement is not intended to, and does not, create or impose any fiduciary duty on any Director, and each of the Members and the Company hereby waive any and all fiduciary duties that, absent such waiver, may be implied by applicable law and, in doing so, acknowledge and agree that the duties and obligations of each such Director to the Company are only as expressly set forth in this Agreement, and (ii) the provisions of this Agreement, to the extent that they restrict the duties and liabilities of any Director otherwise existing at law or in equity, are agreed by the Members and the Company to replace such other duties and liabilities of any such Director. Each Director's liability to the Company, any Member, any other Director or any other Person for breach of duties (including fiduciary duties) to the Company, any Members, any other Directors or any other Person by reason of or arising from or relating to the operations, business or affairs of, or any action taken or failure to act on behalf of, the Company, shall be limited to the fullest extent permitted by Delaware law, except to the extent that it is determined by a final, non-appealable order of a court of competent jurisdiction that any of the foregoing was caused by a bad faith violation of the implied contractual covenant of good faith and fair dealing or actual fraud or willful misconduct, or, with respect to any criminal action or proceeding against a Director, that such Director had reasonable cause to believe such Director's conduct was unlawful.

6.2 Appointment of Directors. The Board shall consist of eight (8) Directors, of which (subject to Section 6.3):

(a) one (1) Director shall be the Chief Executive Officer of the Company (the "CEO Director"), who initially shall be [●];

(b) three (3) Directors shall be appointed by Nexus (the "Nexus Director"), who initially shall be [●], [●] and [●]; provided that in the event the Percentage Interest of Nexus (collectively with its Affiliates) is (i) 30% or greater, than Nexus shall have the right to appoint three (3) Directors, (ii) is less than 30% but greater than 15%, Nexus shall have the right to appoint two (2) Nexus Directors, and one (1) Nexus Director shall immediately resign from the Board, (iii) is less than 15% but greater than 7.5%, Nexus shall have the right to appoint one (1) Nexus Director, and any additional Nexus Directors shall immediately resign from the Board, and (iv) is less than 7.5%, Nexus shall lose the right to appoint an Nexus Director and all Nexus Directors shall immediately resign from the Board;

(c) one (1) Director shall be appointed by the mutual agreement of both Jefferies and Mockingbird (the "Jefferies/Mockingbird Director"). To the extent that Jefferies or Mockingbird, as the case may be, Transfers more than fifty percent (50%) its respective Percentage Interests as of the Effective Date to Persons other than their respective Affiliates (including Related Funds) that does not result in the

Transfer of such Member's respective Designation Rights as set forth in Section 6.3(b) (the Member making such a Transfer, the "Exiting Designating Member"), immediately following such Transfer, the Jefferies/Mockingbird Director shall be selected solely by the non-Exiting Designating Member for so long as such non-Exiting Designating Member holds at least the lesser of (i) 75% of its Percentage Interest as of the Effective Date and (ii) the number of Voting Interests such non-Exiting Designating Member held on the date it was notified that the Exiting Designating Member had agreed to, or consummated, the Transfer resulting in its loss of its Designation Right (the "Remaining Designation Threshold"); provided, however, that the Remaining Designation Threshold shall be no less than 50% of the non-Exiting Designating Member's Percentage Interest as of the Effective Date. Once the non-Exiting Designating Member ceases to have a Percentage Interest in excess of the Remaining Designation Threshold, the Jefferies/Mockingbird Director shall immediately resign from the Board and the Director seat formerly occupied by the Jefferies/Mockingbird Director shall be filled pursuant to Section 6.3(d). For the avoidance of doubt, to the extent either Jefferies or Mockingbird Transfers its Designation Right in compliance with Section 6.3(b), the Transferee of such Designation Right shall not be deemed to be an Exiting Designating Member and shall thereafter, in all respects, assume the same rights of Jefferies or Mockingbird, as the case may be, as set forth in this Agreement and be subject to the same conditions (including as set forth in this Section 6.2(c)) as set forth in this Agreement. The initial Jefferies/Mockingbird Director shall initially be [●];

(d) one (1) Director shall be appointed by the mutual agreement of both Golub and Soundpoint (the "Golub/Soundpoint Director"). To the extent that Golub or Soundpoint Transfers more than fifty percent (50%) its respective Percentage Interests as of the Effective Date to Persons other than their respective Affiliates (including Related Funds) that does not result in the Transfer of such Member's respective Designation Rights as set forth in Section 6.3(b), immediately following such Transfer, the Golub/Soundpoint Director shall be selected solely by the non-Exiting Designating Member for so long as such non-Exiting Designating Member holds at least the lesser of (i) 75% of its Percentage Interest as of the Effective Date and (ii) the Remaining Designation Threshold; provided, however, that the Remaining Designation Threshold shall be no less than 50% of the non-Exiting Designating Member's Percentage Interest as of the Effective Date. Once the non-Exiting Designating Member ceases to have a Percentage Interest in excess of the Remaining Designation Threshold, the Golub/Soundpoint Director shall immediately resign from the Board and the Director seat formerly occupied by the Golub/Soundpoint Director shall be filled pursuant to Section 6.3(d).). For the avoidance of doubt, to the extent either Golub or Soundpoint Transfers its Designation Right in compliance with Section 6.3(b), the Transferee of such Designation Right shall not be deemed to be an Exiting Designating Member and shall thereafter, in all respects, assume the same rights of Golub or Soundpoint, as the case may be, as set forth in this Agreement and be subject to the same conditions (including as set forth in this Section 6.2(c)) as set forth in this Agreement. The initial Golub/Soundpoint shall initially be [●];

(e) one (1) Director who is an industry expert and independent from the Company and any of its Affiliates (the "Independent Director") and who shall initially be [●] (the "Initial Independent Director"). Upon the resignation or removal of the Initial Independent Director, each subsequent Independent Director shall be selected a vote of the Board; and

(f) one (1) Director who is a [a nurse, or otherwise affiliated with [●]] (the "Industry Director"). For the avoidance of doubt, the Industry Director shall not be entitled to vote on any matters which come before the Board, and shall not be counted for the purposes of calculating a quorum pursuant to Section 6.8, or whether a matter has received the approval of a majority of the Board. Upon the resignation or removal of the Industry Director by the Board pursuant to Section 6.4, each subsequent Industry Director shall be selected by the Board.

6.3 Designation Right.

(a) Each right of an individual Member to designate or nominate a Director shall be deemed a “Designation Right.” For the avoidance of doubt, any Director seat not subject to a Designation Right shall be filled by (i) a majority of the holders of the issued and outstanding Voting Interests acting by written consent or (ii) a plurality vote of the holders of the issued and outstanding Voting Interests at a special or annual election of such Director (each such Director, a “Common Director”).

(b) Transfer of Designation Rights. A Member who holds a Designation Right may transfer such right in connection with a Transfer of Voting Interests representing more than fifty percent (50%) of the Voting Interests such Member holds as of the Effective Date in a single Transfer or a series of Transfers. Notwithstanding the foregoing, in the event that a Member Transfers more than fifty percent (50%) of its Voting Interests to the Company, the Designation Right shall not transfer and the respective Director shall either (i) be replaced with a Common Director pursuant to Section 6.3(d), or (ii) subject to Section 6.2, in the event a Designation Right is shared between two Members, then the Designation Right shall become the sole right of the non-Transferring Member. For the avoidance of doubt, the foregoing transfer of such Designation Right shall remain subject to the same fall-aways, and to the requirements to designate jointly, as set forth in Section 6.2.

(c) Right to Appoint Observer. If a Member who holds a Designation Right: (i) appoints a Director who is not employed by or otherwise affiliated with such Member, but who has, in such Member’s good faith view, relevant industry or operating experience, or (ii) irrevocably waives such Designation Right, such Member shall have the right to appoint an Observer pursuant to Section 6.9. For the avoidance of doubt, if two Members jointly hold a Designation Right and the Director they designate is the employee of, or otherwise affiliated with, one such Member, the other Member shall have the right to appoint an Observer for so long as such Director continues to serve, and if the Director they designate is not the employee of, or otherwise affiliated with, either such Member, each such Member shall have the right to appoint an Observer for so long as such Director continues to serve. Notwithstanding the foregoing, if a Designation Right is shared between two Members and one Member ceases to hold a Designation Right due to a decrease in such Member’s Percentage Interests as set forth in Section 6.2, neither such Member will have the right to appoint an Observer.

(d) Termination of Designation Right. If a Designation Right terminates in accordance with the terms hereof or a Member with a Designation Right irrevocably waives such Designation Right, then the Director position that had related to such Designation Right shall instead become a Common Director position; provided that the Director serving pursuant to such Designation Right at the time of its termination shall continue to serve in such position until his/her successor is duly elected pursuant to either Section 6.2 or Section 6.3(a), as applicable.

6.4 Removal of Directors. Each Director shall hold office from the time of his or her appointment until his or her resignation or removal. Each Director may be removed or replaced at any time, with or without cause, as determined by a majority vote of the Members entitled to appoint or select such Director; provided that the Industry Director may be removed by a vote of the Board.

6.5 Vacancies. Any Director may resign at any time upon written notice to the Company. Any such resignation shall take effect at the time specified therein or, if the time be not specified, upon receipt by the Company thereof, and the acceptance of such resignation, unless required by the terms thereof, shall not be necessary to make such resignation effective. In the event that any Director resigns, is removed from the Board or dies, a successor Director shall be elected in accordance with Section 6.2 to fill such vacancy.

6.6 Authority and Duties of the Board and Board Committees.

(a) Except as set forth in Sections 6.10(a), 6.10(b), 6.10(c), 6.10(d), and 9.2(b), the Board, acting as a body in accordance with the affirmative votes required by this Agreement (and no Director, individually), shall have the right, power and authority to oversee the business and affairs of the Company and to do all things necessary to manage the business of the Company, and the Board is hereby authorized to take any action of any kind and to do anything and everything the Board deems necessary or appropriate in accordance with the provisions of this Agreement and applicable law.

(b) The Board may from time to time designate one or more committees. To the extent authorized by the Board and permitted by this Agreement and applicable law, a committee shall have and may exercise specific powers of the Board in the management of the business and affairs of the Company. For so long as Nexus has the right to appoint two (2) Directors pursuant to Section 6.2(b) (the “Nexus Minimum Holdings”), Nexus shall have the right to have one Director on each committee of the Board.

6.7 Meetings; Telephonic Meetings.

(a) The Board and any committee thereof may hold regular or special meetings within or outside of the State of Delaware. Regular meetings of the Board shall be held at least quarterly, and regular or special meetings of the Board or any committee thereof may otherwise be held from time to time, in each case at such time and at such place as may be determined by a majority of all the Directors serving on the Board or on such committee, as applicable; provided that at least seventy-two (72) hours advance notice of any such meeting shall be provided to each Director serving on the Board or such committee. Any Director may call a special meeting of the Board or of a committee thereof, as applicable, on notice of not less than seventy-two (72) hours’ advance notice to all the other Directors serving on the Board or such committee. Any notice of a regular or special meeting of the Board or a committee thereof shall be given in writing to each applicable Director, at the address provided by such Director to the Board or at such other address that such Director shall have advised the Company to use for the purpose of delivering notice, or via electronic mail. Any such notice provided shall be deemed to be given when delivered in accordance with this Section 6.7(a). Each notice of a regular or special meeting of the Board shall set forth the time, date, location and agenda for the meeting in reasonable detail and attach the relevant papers to be discussed at the meeting and all available data and information relating to matters to be discussed at the meeting.

(b) Any Director that is entitled to notice of a meeting of the Board or any committee thereof may waive such notice in writing, whether before or after the time of such meeting. Attendance by a Director at a meeting of the Board or any committee thereof shall constitute a waiver of notice of such meeting by such Director, except when such Director attends such meeting for the express purpose of objecting, at the beginning of such meeting, to the transaction of any business at such meeting because such meeting is called or convened in violation of this Agreement or any applicable law.

(c) Directors may participate in and hold a meeting of the Board by means of conference telephone or similar communications equipment by means of which all Persons participating in the meeting can hear each other. Participation in a meeting by such means shall constitute presence in Person at the meeting, except where a Director participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

6.8 Quorum; Acts of the Board and Board Committees.

(a) At all meetings of the Board, a majority of the Directors then serving on the Board, which majority must include at least one Nexus Director for so long as Nexus holds the Nexus Minimum

Holdings and disregarding the Industry Director for this purpose, shall constitute a quorum for the transaction of business by the Board. At all meetings of any committee of the Board, a majority of the Directors then serving on such committee, which majority must include at least one Nexus Director for so long as Nexus holds the Nexus Minimum Holdings and disregarding the Industry Director for this purpose, shall constitute a quorum for the transaction of business by such committee. Each Director, whether in respect of matters brought before the Board or any committee thereof, shall have one (1) vote in respect of each matter submitted for consideration and approval, except that the Industry Director shall not have any votes. Except as otherwise provided in this Agreement or required by applicable law, the approval of a majority of the Directors present at any meeting of the Board (disregarding the Industry Director for this purpose), shall be required for any act of the Board. Except as otherwise provided in this Agreement or required by the Board or applicable law, the scope of authority of any committee of the Board (including the form of charter of any such committee) and the Directors whose approval is required for any act of any committee of the Board shall be specified by the Board in resolutions establishing such committee approved in accordance with Section 6.6(b). If a quorum shall not be present at any meeting of the Board or any committee thereof, the Directors present at such meeting may adjourn the meeting from time to time, with notice of the time and place of the adjourned meeting provided to any Director who is not in attendance at the meeting, until a quorum shall be present. If a Nexus Director's presence is required to establish a quorum pursuant to this Section 6.8(a), and no Nexus Director is present for two (2) consecutive meetings called for the same purpose pursuant to written notice provided to all of the Directors pursuant to Section 6.7(a), then the presence of a Nexus Director shall no longer be required to constitute a quorum for the next meeting called for such purpose.

(b) Any action required or permitted to be taken at any meeting of the Board or any action that may be taken at a meeting of a committee of the Board may be taken without a meeting if the action is taken in writing (including by electronic transmission) by all of the Directors of the Board or of such committee, as the case may be, who are entitled to vote on such action and the writing or writings are filed with the minutes of proceedings of the Board or such committee.

(c) For so long as Nexus holds the Nexus Minimum Holdings, Nexus shall designate a chair of the Board (the "Chairman") who shall preside at all meetings of the Board. The initial Chairman shall receive compensation terms substantially consistent with those [attached as Annex I to this Agreement]. After Nexus no longer holds the Nexus Minimum Holdings, the Board shall elect the chair of the Board who shall preside at all meetings of the Board.

6.9 Observer Rights. A Member with a Designation Right may designate a non-voting observer to the Board (the "Observer") in accordance with Section 6.3(c), which Observer will be entitled (i) to attend all meetings of the Board and all committees and subcommittees thereof and (ii) to participate in the discussion of matters addressed at such meetings (including telephonically, if the Observer elects). Subject to such restrictions as the Board may establish (which may include a requirement that the Observer enter into a confidentiality agreement with the Company in form and substance satisfactory to the Board), the Observer shall receive copies of all materials provided to the members of the Board and all committees and subcommittees thereof in connection with such meetings at the same time and in the same manner as such materials are provided to such members. Notwithstanding the foregoing, (x) the Board or any committee of it may restrict any Person's attendance as an Observer at any portion of a meeting if the Board or any committee of it makes a good-faith determination that such Person has a conflict of interest with respect to the subject matter of such portion of the meeting or that the attendance by such Person at such portion of the meeting would cause the Company to lose the benefit of protection in respect of what would otherwise be privileged communications, and (y) the failure of any Observer to attend any meeting of the Board or any committee of it shall not prevent any such meeting from proceeding or otherwise affect the validity of such meeting or any actions taken at such meeting. The Observer shall receive reimbursement from the Company with respect to meetings of the Board or committees or subcommittees thereof for

reasonable out-of-pocket travel expenses incurred by the Observer in connection with attendance at any and all such meetings to the same extent, and on the same general terms, as other members of the Board receive such reimbursement.

6.10 Special Approval Requirements.

(a) Notwithstanding anything to the contrary contained in this Agreement, and subject to any applicable approval requirements set forth in Section 6.10(b), Section 6.10(c) and Section 6.10(d), the following actions by the Company or any of its Subsidiaries shall require the approval of, and shall be authorized upon obtaining the approval of, each of (i) the Board and (ii) the holders of a majority of the outstanding Voting Interests:

(i) Any Sale of the Company other than a Drag-Along Sale consummated pursuant to Section 5.4 or Section 5.5 hereof; and

(ii) Any agreement or commitment to do the foregoing.

(b) The Company and its Subsidiaries will not enter into any agreement or other transaction with any Affiliates or Members of the Company (including portfolio companies of any Members) (each, an “Interested Party”) without the approval of a majority of the Directors then serving on the Board, which majority must include at least one Nexus Director for so long as Nexus holds the Nexus Minimum Holdings and is not an Interested Party, in each case who are not affiliated with such Interested Party or any of such Interested Party’s executive officers, directors or Affiliates. For the avoidance of doubt, such approval shall not be required for (i) transactions pursuant to Section 5.6 hereof; (ii) the exchange of all or part of indebtedness into equity securities of the Company from time to time so long as such exchange is approved by the Board and offered to all equity holders who are debt holders of such instrument on a *pro rata* basis; (iii) to approve transactions with Acosta, Inc. (or any of its Affiliates) or an operating advisor of Nexus so long as the terms of any such transaction are on arm’s length terms, and (iv) the Consulting Agreement.

(c) The commencement of any liquidation, dissolution or voluntary Bankruptcy, administration, insolvency proceeding, recapitalization or reorganization of the Company or its Subsidiaries in any form of transaction, any arrangement with creditors, or the consent to entry of an order for relief in an involuntary case, or the conversion of an involuntary case to a voluntary case, or the consent to any plan of reorganization in any involuntary or voluntary case, or the consent to the appointment or taking possession by a receiver, trustee or other custodian for all or any portion of its property, or otherwise seek the protection of any applicable Bankruptcy or insolvency law shall require the approval of at least five (5) Directors (which shall not include the Industry Director), including at least one Nexus Director for so long as Nexus holds the Nexus Minimum Holdings.

(d) Notwithstanding anything to the contrary contained in this Agreement, the Company and its Subsidiaries will not take any of the following actions (each, a “Significant Approval Matter”) without the approval of (i) at least one Director that is not a Nexus Director, the CEO Director, the Industry Director or a Director with respect to which Nexus or any of its Affiliates has been assigned Designation Rights pursuant to Section 6.3(b), and (ii) each Significant Holder:

(i) approving the annual budget for any fiscal year of the Company and its Subsidiaries and the business plan;

(ii) appointing, removing or making any changes to the compensation of, the Chief Executive Officer of the Company or any employee who reports directly to the Chief Executive Officer of the Company;

(iii) entering into, amending or terminating any material contract that is not previously contemplated in the annual budget;

(iv) the establishment, adoption, entering into amendment or modification to (including increasing the authorized number of equity interests issuable thereunder) or termination of any employee incentive plan of the Company or any of its Subsidiaries;

(v) the repurchase, redemption or other retirement of any equity interests of the Company or any of its Subsidiaries other than repurchases by the Company of securities held by employees of the Company or any of its Subsidiaries upon termination of employment pursuant to the terms of any employee incentive plan or Award Agreement approved by the Board;

(vi) the guarantee, assumption, incurrence or refinancing of indebtedness for borrowed money by the Company or any of its Subsidiaries other than: (A) indebtedness incurred in the ordinary course of business under the First Lien Credit Agreement; and (B) trade indebtedness incurred in the ordinary course of business by the Company or any of its Subsidiaries;

(vii) incurring or permitting to exist, any encumbrance on any material assets of the Company or its Subsidiaries, or permitting the Company or its Subsidiaries to provide or give any loans, guarantees or security in favor of any Person, other than in the ordinary course of business in line with the First Lien Credit Agreement;

(viii) initiating, conducting, or entering into any settlement agreement or arrangement with respect to, any litigation, claims, suits, investigations, arbitrations or mediation proceedings material to the business of the Company and its Subsidiaries, taken as a whole, in excess of \$[•] million;

(ix) fundamental changes to the scope or nature of the Company's or any of its Subsidiaries' business and operations;

(x) any Sale of the Company other than a Drag-Along Sale consummated pursuant to Section 5.4 or Section 5.5 hereof;

(xi) any acquisition or disposition of a brand;

(xii) the determination of Fair Market Value;

(xiii) the making of distributions with respect to any equity interests of the Company or any of its Subsidiaries;

(xiv) any Conversion as set forth in Section 6.11(a) hereof;

(xv) the termination of the Consulting Agreement; and

(xvi) any agreement or commitment to do any of the foregoing, whether by amendment, consolidation or otherwise.

6.11 Qualified IPO; Conversion to a Corporation.

(a) In connection with a Qualified IPO, the Board may cause the Company to reorganize into a corporation or use any other structure or means to effect such a Qualified IPO or listing, including by the conversion, recapitalization, reorganization or exchange of securities of the Company or any portion of the Company or any Subsidiary of the Company into one or more corporations, limited liability companies, limited partnerships or other business entities (such conversion, a “Reorganization”), in each case without the need to obtain approval from the holders of the outstanding Voting Interests; provided that the Company shall not consummate any Reorganization unless the Board reasonably expects the Qualified IPO to be consummated. The Members shall take all actions reasonably requested by the Board in connection with the consummation of such Reorganization, including consenting to, voting for and waiving any dissenters rights, appraisal rights or similar rights and participating in any exchange or other transaction required in connection with such Reorganization. No Member shall have any right to vote, consent to or approve any Reorganization. The Company shall pay any and all reasonable organizational, legal and accounting expenses and filing fees incurred by the Company or the Members in connection with such Reorganization and the Board may select, on behalf of the Company, any accounting firm, legal counsel, underwriters or any other providers in connection with such Reorganization.

(b) In connection with any Reorganization involving a Transfer of Voting Interests, Warrants or other Securities, each Member agrees to the Transfer of its Voting Interests, Warrants or other Securities in accordance with the terms of conversion or exchange, as applicable, as provided by the Board, and to execute in the name and on behalf of such Member any agreement, certificate, instrument or document to be delivered by the Member in connection with any such Reorganization as determined by the Board.

(c) Each of the Members shall take all necessary or desirable actions reasonably requested by the Board in connection with the consummation of a Qualified IPO, including compliance with the requirements of all laws and regulatory bodies that are applicable or that have jurisdiction over such Qualified IPO.

6.12 Officers. The Board shall appoint such other officers and agents of the Company as it shall from time to time deem necessary and may assign any title to such officer or agent as it deems appropriate. Such officers and agents shall have such terms of employment, shall receive such compensation and shall exercise such powers and perform such duties as the Board shall from time to time determine. Any number of offices may be held by the same Person. The Board shall have the authority to remove any officers or agents with or without cause.

6.13 Officers as Agents; Duties of Officers. The officers, to the extent of their powers set forth in this Agreement or otherwise vested in them by action of the Board not inconsistent with this Agreement, are agents of the Company for the purpose of the Company’s business, and the actions of the officers taken in accordance with such powers shall bind the Company. Each officer of the Company shall owe the same fiduciary duty to the Company and the Members that such individual would owe to a corporation and its stockholders thereof under the laws of the State of Delaware.

6.14 Powers of Members. Except as otherwise specifically provided by this Agreement or as required by the Act, no Member shall have the power to act for or on behalf of or to bind, the Company. For the avoidance of doubt, with respect to actions taken by Members pursuant to this Agreement, the Members may act without a meeting by written consent signed by the holders of Voting Interests having not fewer than the minimum number of votes that would be necessary to authorize or take such action at a meeting.

6.15 Confidentiality. No Member shall, (a) without the Company's prior written consent, disclose to any Person other than an Exempt Person of such Member any confidential, non-public information of the Company or any Member obtained from the Company or one of its Affiliates concerning, without limitation, the following: (i) any dealings between the Company or any of its Subsidiaries, on the one hand, and any material customer or vendor or any employee, director, officer, Director or Member of the Company or such Subsidiary, on the other hand; (ii) any financial information or results of operations of the Company or any of its Subsidiaries; or (iii) any business plans, pricing information, customer information or regulatory information of the Company or any of its Subsidiaries (collectively, "Company Confidential Information"), or (b) disclose to any Person other than an Exempt Person of such Member any confidential, non-public information obtained from the Company or one of its Affiliates (including the Members) relating to another Member (the "Member Confidential Information") without such Member's prior written consent; provided, however, that, notwithstanding anything to the contrary in the foregoing, neither Company Confidential Information nor Member Confidential Information shall include, with respect to any Person, any information that: (i) is or becomes generally available to the public other than as a result of a disclosure directly or indirectly by any Person or any of its Affiliates or any of their respective directors, officers, managers, partners, members, employees, attorneys, advisors or other representatives (collectively, "Representatives") in breach of this Section 6.15; (ii) is disclosed by another Person not known by the recipient to be under a confidentiality agreement or obligation to the Company or such other Member not to disclose such information; or (iii) is independently developed by such Person or any of its Affiliates or any of their respective Representatives without derivation from, reference to or reliance upon any Company Confidential Information or Member Confidential Information, as the case may be; provided further that, notwithstanding anything to the contrary in this Agreement, any Member may disclose any Company Confidential Information or Member Confidential Information, as the case may be, (A) to the extent required by any applicable law, statute, rule or regulation or any request, order or subpoena issued by any court or other governmental entity; provided that, to the extent permitted by law, the Member required to make such disclosure shall provide to the Board prompt notice of such disclosure; provided further that to the extent such Member or its Representatives are subject to examination by a regulatory or self-regulatory authority, bank examiner or auditor, notice to the Board shall not be required where disclosure is in connection with a routine audit or examination by, or a blanket document request from, such auditor or a regulatory or governmental entity that does not reference the Company, its Subsidiaries or this Agreement, (B) as part of such Member's normal reporting, rating or review procedure (including normal credit rating or pricing process) or in connection with such Member's or its Affiliates' normal fund raising, marketing, informational or reporting activities or (C) to any bona fide prospective purchaser of the equity or assets of such Member or its Affiliates or the Voting Interests held by such Member or prospective merger partner of such Member or its Affiliates, in each case other than a Competitor unless approved by the Board; provided that in the case of this clause (C) prior written notice of any disclosure of Company Confidential Information or Member Confidential Information is given to the Company and such prospective purchaser or merger partner agrees in writing prior to such disclosure to be bound by the provisions of this Section 6.15 (which agreement shall provide that the Company shall be a third party beneficiary with full enforcement rights thereunder). Each Member shall be responsible for any breach of this Section 6.15 by any of its Representatives and agrees to use commercially reasonable efforts to cause its Representatives to treat all Company Confidential Information and Member Confidential Information in the same manner as such Member would generally treat its own confidential, non-public information.

6.16 Regulated Holders. Notwithstanding anything to the contrary in this Agreement, any portion of a Regulated Holder's Voting Interests in excess of 4.99% of the total issued and outstanding Voting Interests (excluding, for purposes of calculating this percentage, portions of any Voting Interests that are non-voting securities pursuant to this Agreement) shall be automatically deemed to be, and subject to the restrictions of, a nonvoting security for purposes of the U.S. Bank Holding Company Act and 12 C.F.R. Part 225 (Subpart A) and shall not be entitled to vote or consent on any matter other than matters permissible for nonvoting securities pursuant to 12 C.F.R. § 225.2(q)(2).

6.17 Partnership Representative. For purposes of Code Section 6223(a) (and any similar provision of state, local or foreign law), the Partnership Representative shall be a Person designated by the Board (and, for each taxable year of the Company, the Company shall appoint an individual subject to the control of, and selected by, the Partnership Representative as the Designated Individual, and the Company shall revoke such appointment if and only if instructed to do so by the Partnership Representative or such individual ceases to be subject to the control of the Partnership Representative). The Partnership Representative and Designated Individual are specifically directed and authorized to take whatever steps may be necessary or desirable to perfect such designations, including filing any forms or documents with the Internal Revenue Service and taking such other action as may from time to time be required under the Regulations. Expenses incurred by the Partnership Representative or Designated Individual acting in its capacity as such shall be borne by the Company. Such expenses shall include fees of attorneys and other tax professionals, accountants, appraisers and experts, filing fees and reasonable out-of-pocket costs. Each Member (and each former Member) agrees to use commercially reasonable efforts to provide the Partnership Representative and Designated Individual all information required to facilitate the making of an election under Code Section 6226 (or any similar provision of state or local law) or to facilitate the making of the modifications described in Code Section 6225(c) (or any similar provision of state or local Law). The Partnership Representative and Designated Individual shall comply with any reasonable request of a Member to modify any partnership audit adjustment attributable to such Member by application of Code Section 6225(c) (or any similar provision of state or local law). The Partnership Representative and Designated Individual shall keep the Members fully informed of any inquiry, examination or proceeding, including promptly notifying Members of the beginning and completion of an administrative proceeding involving the Company promptly upon such notice being received by the Partnership Representative or Designated Individual. The provisions contained in this Section 6.17 shall survive the termination of the Company and the Transfer of any Interests.

Article VII

Powers, Duties and Restrictions of the Company and the Members; **Other Provisions Relating to the Members**

7.1 Powers of the Company. In furtherance of the purposes set forth in Section 2.3 and subject to the provisions of Article VI, the Company shall possess the power to do anything not prohibited by the Act, by other applicable law or by this Agreement, including but not limited to the following powers: (a) to undertake any of the activities described in Section 2.3; (b) to make, perform and enter into any contract, commitment, activity or agreement relating thereto; (c) to open, maintain and close bank and money market accounts, to endorse, for deposit to any such account or otherwise, checks payable or belonging to the Company from any other Person, and to draw checks or other orders for the payment of money on any such account; (d) to hold, distribute and exercise all rights (including voting rights), powers and privileges and other incidents of ownership with respect to assets of the Company; (e) to borrow funds, issue evidences of indebtedness and refinance any such indebtedness in furtherance of any or all of the purposes of the Company; (f) to employ or retain such agents, employees, managers, accountants, attorneys, consultants and other Persons necessary or appropriate to carry out the business and affairs of the Company, and to pay such fees, expenses, salaries, wages and other compensation to such Persons; (g) to bring, defend and compromise actions, in its own name, at law or in equity; and (h) to take all actions and do all things necessary or advisable or incident to carry out the purposes of the Company, so far as such powers and privileges are necessary or convenient to the conduct, promotion or attainment of the Company's business, purposes or activities.

7.2 Compensation of the Members and Directors. The Members shall not be entitled to any compensation for their services hereunder. Each Director who is not an employee of any Member or such Member's Affiliates shall be entitled to a reasonable fee be paid by the Company in an amount determined by the Board and shall be reimbursed for the reasonable out-of-pocket expenses, if any, incurred in

connection with attendance at each meeting of the Board and at each meeting of a committee of the Board of which they are members, as determined by the Board. All other Directors may be reimbursed for all reasonable out-of-pocket expenses incurred in connection with each meeting of the Board or each meeting of a committee of the Board, as determined by the Board.

7.3 Cessation of Status as a Member. A Member shall cease to be a member of the Company (a) upon the Bankruptcy or involuntary dissolution of such Member, provided that thereafter such Person shall only be entitled to the economic rights of an assignee of Voting Interests under the Act, or (b) upon the Transfer of all of such Member's Voting Interests.

7.4 Other Activities of the Members. Notwithstanding any duty otherwise existing at law or in equity, each of the Members and its Affiliates (including any Director appointed via a Designation Right of such Member) may have other business interests and may engage in any business or trade, profession, employment or activity whatsoever (regardless of whether any such activity competes, directly or indirectly, with the business or activities of the Company or any of its Subsidiaries), for its own account, or in partnership or participation with, or as an employee, officer, director, stockholder, member, manager, trustee, general or limited partner, agent or representative of, any other Person, and no Member or Director shall be required to devote its entire time (business or otherwise), or any particular portion of its time (business or otherwise) to the business of the Company or any of its Subsidiaries. Neither the Company nor any Member nor Director, nor any Affiliate of any thereof, by virtue of this Agreement, shall have any rights in and to any such independent venture or the income or profits derived therefrom. Notwithstanding any duty otherwise existing at law or in equity, no Member, representative of such Member, or Director shall have any obligation hereunder to present any business opportunity to the Company, even if the opportunity is one that the Company might reasonably have pursued or had the ability or desire to pursue, in each case, if granted the opportunity to do so and, to the fullest extent permitted by law, no Member shall be liable to the Company or any other Member (or any Affiliate thereof) for breach of any fiduciary or other duty relating to the Company (whether imposed by applicable law or otherwise), by reason of the fact that such Member pursues or acquires such business opportunity, directs such business opportunity to another Person or fails to present such business opportunity or information regarding such business opportunity, to the Company.

Article VIII

Books, Records and Accounting; Information Rights

8.1 Books of Account; Access. The Board shall cause to be entered in appropriate books, kept at the Company's principal place of business, all transactions of or relating to the Company. The books and records of the Company shall be made and maintained, and the financial position and the results of operations recorded, at the expense of the Company, in accordance with such method of accounting as is determined by the Board. Each Member, for any purpose reasonably related to such Member's interest as a Member in the Company, shall have access to and the right, at such Member's sole cost and expense, to inspect and copy such books and records and to discuss the affairs, finances and accounts of the Company and its Subsidiaries with the officers, employees and the other Representatives of the Company and its Subsidiaries during normal business hours; provided that the inspecting Member shall be responsible for any out-of-pocket costs or expenses incurred by the Company in making any books and records available for inspection.

8.2 Deposits of Funds. All funds of the Company shall be deposited in its name in such checking, money market or other account or accounts as the Board may from time to time designate; withdrawals shall be made therefrom on such signature or signatures as the Board shall determine.

8.3 Information Rights.

(a) Each Member who agrees to such customary confidentiality restrictions as the Company shall reasonably request shall have the right to receive the following information (which right the Company may satisfy by providing access to each Member to a confidential, secure datasite (which website shall have a system of email notification of new postings and may require confirmation by viewers of the site of the confidentiality obligations set forth in Section 6.15, a “Secure Site”)), and each Member may share and discuss such information (along with any other information provided to Members pursuant to this Agreement and otherwise made available to Members via the Secure Site) with its Affiliates, directors, officers, partners, managers, stockholders, employees, investors and advisors as well as any bona fide prospective purchaser of Voting Interests or indebtedness for borrowed money incurred by the Company or its Subsidiaries and held by such Member that (x) is not a Competitor and (y)(i) has entered into, and delivered to the Company, a confidentiality agreement regarding the treatment of such information (and for the avoidance of doubt, at its election, the Company may share and discuss such information with any prospective purchaser of Voting Interests) or (ii) has entered into, and delivered to such Member, a confidentiality agreement regarding the treatment of such information containing provisions at least as restrictive as those of a similar confidentiality agreement with the Company and provides that the Company shall be a third party beneficiary with full enforcement rights thereunder:

(i) within (x) one hundred fifty (150) days after the end of the first Fiscal Year ending after the Effective Date and (y) one hundred twenty (120) days after the end of each Fiscal Year ending thereafter, copies of annual consolidated financial statements of the Company and its Subsidiaries as of the end of such Fiscal Year, which financial statements shall (i) be prepared in accordance with GAAP, and (ii) be audited by a nationally recognized accounting firm approved by the Board; and

(ii) As soon as available, and in any event within (x) one hundred twenty (120) days after the end of each of the first fiscal quarter ending after the Effective Date and (y) sixty (60) days after the end of each of the first three (3) fiscal quarters of each Fiscal Year ending thereafter, or such earlier date as the Company or any of its Subsidiaries may be required to deliver such information to the Company’s lenders under any credit agreement, indenture or similar agreement with respect to indebtedness for borrowed money of the Company or any of its Subsidiaries, consolidated balance sheets of the Company and its subsidiaries as of the end of such period, and consolidated statements of income and cash flows of the Company and, if applicable, its Subsidiaries for the period then ended prepared in accordance with GAAP, except as otherwise noted therein, and subject to the absence of footnotes and to year-end adjustments (collectively, the “Quarterly Financials”).

(b) The Company shall host, and each Member holding at least one percent (1%) of the Voting Interests shall have access to, regular conference calls with senior officers of the Company to discuss the results of operations for the relevant reporting period, which calls shall include a reasonable and customary question and answer session. Each such call shall be hosted no later than ten (10) Business Days after the Company furnishes the corresponding annual or quarterly report in accordance with this Section 8.3. Unless otherwise determined by the Board, the first conference call shall not be held until at least one (1) year following the Effective Date.

(c) For so long as the Voting Interests remain outstanding and during any period during which the Company is not subject to Section 13 or Section 15(d) of the Exchange Act, as amended, nor exempt therefrom pursuant to Rule 12g3-2(b), the Company shall furnish to the holders of Voting Interests and, upon their request, prospective purchasers of the Voting Interests, the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act.

(d) During the term of the Company's existence, there shall be maintained in the Company's principal office or at the office of the Company's agents and representatives all records required to be kept pursuant to the Act, including (whether or not so required) a current list of the names, addresses and Voting Interests held by each of the Members (including the dates on which each of the Members became a Member), copies of federal, state and local information or income tax returns for each of the Company's tax years, copies of this Agreement and each of the Company's organizational documents, including all amendments thereto and restatements thereof, and correct and complete books and records of account of the Company. Prior to any termination of the Company's existence, the Company shall use all reasonable efforts to ensure that, for a period of six (6) years after any such termination, such information, to the extent still in existence and available, may be obtained by a Member's request in writing to a legal advisor or agent of the Company to be designated prior to any such termination, with the cost (as reasonably determined by such legal advisor or agent) of accessing and providing such information being borne by the requesting Member.

(e) The rights of each Member granted pursuant to Sections 8.3(a) through 8.3(d) of this Agreement shall be freely Transferable by such Member in connection with any Transfer of its Voting Interests otherwise permitted in accordance with Article V.

(f) The Company shall provide to each Director and, subject to the limitations set out in Section 6.9, each Observer, copies of any materials distributed or made available to any other Directors or Observers. A Director or Observer shall be entitled to share and discuss with directors, officers and employees of the Member that appointed such Director or Observer any materials or other information obtained by such person in such capacity.

(g) Promptly following any request therefor, the Company shall use its reasonable efforts to furnish to any Member information and documentation reasonably requested by such Member for purposes of such Member's compliance with applicable "know your customer" and anti-money laundering rules and regulations, including the USA PATRIOT ACT of 2001 and 31 C.F.R. § 1010.230, and/or other due diligence related to regulatory requirements and/or reputational risk.

8.4 Information Rights of the Company. As a result of the transactions contemplated by the RSA, after which the Company will have more than one regarded owner for U.S. federal income tax purposes, the Members agree to treat the Company as a newly formed partnership and the Members as partners for U.S. federal income tax purposes and shall file all tax returns accordingly. The Company may from time to time (including in connection with the admission of a new Member), but a Member may be compelled to answer no more frequently than once per calendar quarter (unless, with respect to clause (i) hereof, required by applicable law), reasonably request of any or all Members (at the expense of the Company) information (i) needed by the Company to comply with applicable law and/or (ii) regarding such Member's "accredited investor" status (within the meaning of Regulation D promulgated under the Securities Act).

Article IX

Term and Dissolution

9.1 Term. The legal existence of the Company shall be perpetual, unless the Company is sooner dissolved as a result of an event specified in the Act or pursuant to a provision of this Agreement.

9.2 Dissolution.

(a) The Company shall be dissolved and its affairs wound up upon the first to occur of the following:

(i) The entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act;

(ii) Approval of the dissolution of the Company by the Board pursuant to Section 6.10(c) hereof;

(iii) The resignation, expulsion, Bankruptcy or dissolution of the last remaining Member or the occurrence of any other event which terminates the continued membership of the last remaining Member in the Company, unless the business of the Company is continued without dissolution in accordance with the Act; and

(iv) The occurrence of any other event that causes the dissolution of a limited liability company under the Act, unless the Company is continued without dissolution in accordance with the Act.

(b) Upon dissolution of the Company, the business of the Company shall continue for the sole purpose of winding up its affairs. The winding up process shall be carried out by the Members unless the dissolution is caused by an event of withdrawal by the sole remaining Member, in which case the Board shall appoint a liquidating trustee. Otherwise, a liquidating trustee may be appointed for the Company by vote of a majority in Percentage Interest of the Members holding Voting Interests (the Members or such liquidating trustee appointed by the Board or the Members is referred to herein as the “Liquidator”). In winding up the Company’s affairs, every effort shall then be made to dispose of the assets of the Company in an orderly manner, having regard to the liquidity, divisibility and marketability of the Company’s assets. The Liquidator shall not be entitled to be paid by the Company any fee for services rendered in connection with the liquidation of the Company, but the Liquidator (whether one or more Members or a liquidating trustee) shall be reimbursed by the Company for all third-party costs and expenses incurred by it in connection therewith and shall, to the fullest extent permitted by law, be indemnified by the Company with respect to any action brought against it in connection therewith by applying, *mutatis mutandis*, the provisions of Section 12.1.

9.3 Application and Distribution of Assets. Upon a windup of the Company, the Company shall distribute its assets as follows:

(a) first, to creditors of the Company, including Members and Directors who are creditors, to the extent permitted by law, in satisfaction of liabilities of the Company (whether by payment or the making of reasonable provision for the payment thereof) and including any contingent, conditional and unmatured liabilities of the Company, taking into account the relative priorities thereof;

(b) second, to the Members and former Members in satisfaction of liabilities under the Act for distributions to such Members and former Members; and

(c) third, to the remainder of the Members in accordance with Section 4.1.

9.4 Termination of the LLC. Subject to Section 2.7, the separate legal existence of the Company shall terminate upon a Reorganization or when all assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company, shall have been distributed to the Members in the manner provided for in this Article IX and a certificate of cancellation of the Certificate shall have been filed in the manner required by Section 18-203 of the Act.

Article X

Representations and Warranties of Members

Each Member severally, but not jointly, represents and warrants as of the Effective Date to the Company and the other Members that:

10.1 Authority. Each such Member that is a corporation or a limited liability company or a partnership is an entity duly formed and validly existing under the laws of the jurisdiction of its formation and the execution, delivery and performance by such Member of this Agreement have been duly authorized by all necessary corporate, limited liability company or partnership action, as applicable. Each such Member that is an individual is an individual with full legal capacity under the laws of his jurisdiction of domicile and has the capacity to execute, deliver and perform this Agreement, and this Agreement has been duly executed and delivered by such Member.

10.2 Binding Obligations. This Agreement has been duly and validly executed and delivered by such Member and constitutes the binding obligation of such Member, enforceable against such Member in accordance with its terms.

10.3 No Conflict. The execution, delivery and performance by such Member of this Agreement will not, with or without the giving of notice or the lapse of time or both, (a) violate any provision of law to which such Member is subject, (b) violate any order, judgment or decree applicable to such Member or (c) conflict with or result in a breach or default under, any term or condition of its certificate of incorporation or bylaws, certificate of limited partnership or partnership agreement, certificate of formation or limited liability company agreement, as applicable or, except where such conflict, breach or default would not reasonably be expected to, individually or in the aggregate, have an adverse effect on such Member's ability to satisfy its obligations hereunder.

10.4 Purchase Entirely for Own Account. The Voting Interests to be acquired by such Member will be acquired for investment for such Member's own account, not as a nominee or agent and not with a view to the resale or distribution of any part thereof; such Member has no present intention of selling, granting any participation in or otherwise distributing the same; and such Member does not have any contract, undertaking, agreement or other arrangement with any Person to sell, transfer or grant participation to such Person or to any third Person, with respect to any of the Voting Interests.

10.5 No Registration. Such Member understands that the Voting Interests, at the time of issuance, will not be registered under the Securities Act by reason of a specific exemption from the registration provisions of the Securities Act, the availability of which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of such Member's representations as expressed herein or otherwise made pursuant hereto.

10.6 Investment Experience. Such Member confirms that the Member has such knowledge and experience in financial and business matters that such Member is capable of evaluating the merits and risks of an investment in the Voting Interests and of making an informed investment decision and understands that (a) this investment is suitable only for an investor that is able to bear the economic consequences of losing its entire investment, (b) the acquisition of Voting Interests hereunder is a speculative investment that involves a high degree of risk of loss of the entire investment and (c) there are substantial restrictions on the transferability of and there will be no public market for, the Voting Interests.

10.7 Accredited Investor. Such Member is an "accredited investor" within the meaning of Regulation D, Rule 501(a), promulgated by the SEC under the Securities Act.

10.8 Restricted Securities. Such Member understands that the Voting Interests may not be sold, transferred or otherwise disposed of without registration under the Securities Act or an exemption therefrom, and that in the absence of either an effective registration statement covering such Voting

Interests or an available exemption from registration under the Securities Act, the Voting Interests must be held indefinitely. In particular, such Member is aware that the Voting Interests may not be sold pursuant to Rule 144 promulgated by the SEC under the Securities Act unless all of the conditions thereof are met.

10.9 Nonreliance. No promise, agreement, statement or representation that is not expressly set forth in this Agreement or in any other agreement by and among any of the Company, the Members or their respective Affiliates has been made to such Member by any other Member or any other Member's Affiliates, counsel, agent or any other Person with respect to the terms set forth in this Agreement, and such Member is not relying upon any such promise, agreement, statement or representation of any other Member or any other Member's Affiliates, counsel, agent or any other Person.

Article XI

Allocation of Net Income and Net Loss

11.1 General

(a) After giving effect to the special allocations set forth in Section 11.2, Net Income or Net Loss and as and to the extent necessary items of income, gain, loss and deduction for each Fiscal Year or other taxable period shall be allocated among the Members (and credited and debited to their Capital Accounts) so as to cause, to the extent possible, each Member's Capital Account balance, as increased by the amount of such Member's share of partnership minimum gain (as defined in Regulation § 1.704-2(g)(1) and (3)) and the amount of such Member's share of partner nonrecourse debt minimum gain (as defined in Regulation § 1.704-2(i)(5)), to equal the amount that would be distributed to such Member if the Company sold all of its assets for their Gross Asset Value in cash, paid all of its liabilities to the extent required by their terms (limited, with respect to each nonrecourse liability (as defined in Regulation § 1.704-2(b)(3)) or partner nonrecourse debt (as defined in Regulation § 1.704-2(b)(4)), to the Gross Asset Value of the assets securing each such liability), and distributed its cash to the Members pursuant to Section 9.3 in complete liquidation. For purposes of allocating Net Income and Net Loss and all other items of income, gain, deduction and loss pursuant to this Section 11.1 and Section 11.2, all outstanding Incentive Interests shall be treated as vested.

(b) Notwithstanding any provision of Section 11.1(a), no allocation of Net Loss shall be made to a Member if it would cause the Member to have a negative balance in its Adjusted Capital Account. Allocations of Net Loss that would be made to a Member but for this Section 11.1(b) shall instead be made to other Members pursuant to Section 11.1(a) to the extent not inconsistent with this Section 11.1(b).

11.2 Special Allocations. The following special allocations shall be made in the following order of priority:

(a) Losses, deductions or expenditures that are attributable to a particular partner nonrecourse liability (as defined in Regulation § 1.704-2(b)(4)) shall be allocated to the Member that bears the economic risk of loss for the liability in accordance with the rules of Regulation § 1.704-2(i).

(b) Losses, deductions or expenditures that are attributable to nonrecourse liabilities (as defined in Regulation § 1.704-2(b)(3)) for any Fiscal Year or other taxable period shall be allocated to each Member in proportion to its ownership percentage of the total number of Interests outstanding.

(c) If during a Fiscal Year or other taxable period there is a net decrease in "partnership minimum gain" (within the meaning of Regulation § 1.704-2(b)(2) and 1.704-2(d)) with respect to the Company, then there shall be allocated to each Member items of income and gain of the Company for such

Fiscal Year or other taxable period (and, if necessary, for succeeding Fiscal Years or other taxable periods) equal to such Member's share of the net decrease in partnership minimum gain (as determined in accordance with Regulation § 1.704-2(g)(2)), subject to the exceptions set forth in Regulation § 1.704-2(f)(2) and (3), and to any exceptions provided by the Commissioner of the United States Internal Revenue Service pursuant to Regulation § 1.704-2(f)(4) and (5); provided, however, that if the Company has any discretion as to an exception provided pursuant to Regulation § 1.704-2(f)(4) or (5), the Board may exercise reasonable discretion on behalf of the Company. The items of Company income and gain to be allocated pursuant to this Section 11.2(c) shall be determined in accordance with Regulation § 1.704-2(f)(6) and 1.704-2(j)(2). The foregoing is intended to be a "minimum gain chargeback" provision as described in Regulation § 1.704-2(f) and shall be interpreted and applied in all respects in accordance with such Regulation.

(d) If during a Fiscal Year or other taxable period there is a net decrease in partner nonrecourse debt minimum gain (as determined in accordance with Regulation § 1.704-2(i)(3)) with respect to the Company, then, in addition to the amounts, if any, allocated pursuant to the preceding paragraph, any Member with a share of such partner nonrecourse debt minimum gain (determined in accordance with Regulation § 1.704-2(i)(5)) as of the beginning of the Fiscal Year or other taxable period shall, subject to the exceptions set forth in Regulation § 1.704-2(i)(4), be allocated items of income and gain for such Fiscal Year or other taxable period (and, if necessary, for succeeding Fiscal Years or other taxable periods) equal to such Member's share of the net decrease in the partner nonrecourse debt minimum gain. Allocations pursuant to the preceding sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items of Company income and gain to be allocated pursuant to this Section 11.2(d) shall be determined in accordance with Regulation § 1.704-2(i)(4) and 1.704-2(j)(2). The foregoing is intended to be the "chargeback of partner nonrecourse debt minimum gain" required by Regulation § 1.704-2(i)(4) and shall be interpreted and applied in all respects in accordance with such Regulation.

(e) If during any Fiscal Year or other taxable period a Member unexpectedly receives an adjustment, allocation or distribution described in Regulation § 1.704-1(b)(2)(ii)(d)(4), (5) or (6) that causes or increases a deficit balance in such Member's Adjusted Capital Account, there shall be allocated to such Member items of income and gain (consisting of a pro rata portion of each item of income, including gross income, and gain of the Company for such Fiscal Year or other taxable period) in an amount and manner sufficient to eliminate such deficit as quickly as possible; provided, however, that an allocation pursuant to this Section 11.2(e) shall be made if and only to the extent that such Member would have a deficit in its Adjusted Capital Account after all other allocations provided for in this Agreement have been tentatively made as if this Section 11.2(e) and Section 11.2(f) were not in this Agreement. The foregoing is intended to be a "qualified income offset" provision as described in Regulation § 1.704-1(b)(2)(ii)(d) and shall be interpreted and applied in all respects in accordance with such Regulation.

(f) If any Member has a deficit in its Adjusted Capital Account at the end of any Fiscal Year or other taxable period, such Member shall be specially allocated items of Company income and gain (consisting of a pro rata portion of each item of income, including gross income, and gain of the Company for such Fiscal Year or other taxable period) in the amount of such deficit as rapidly as possible; provided, however, that an allocation pursuant to this Section 11.2(f) shall be made if and only to the extent that such Member would have a deficit in its Adjusted Capital Account after all other allocations provided for in this Agreement have been tentatively made as if this Section 11.2(f) were not in this Agreement.

(g) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 732(d), 734(b) or 743(b) is required pursuant to Regulation § 1.704-1(b)(2)(iv)(m)(2) or (3) or, in the case of a distribution to a Member in complete liquidation of its Interest, Regulation § 1.704-1(b)(2)(iv)(m)(4), to be taken into account in determining

Capital Accounts, the amount of such adjustment to Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of such Company asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Members in accordance with Section 11.1 in the event Regulation § 1.704-1(b)(2)(iv)(m)(2) or (3) applies, or to the Member to whom such distribution in complete liquidation of its Interest was made in the event Regulation § 1.704-1(b)(2)(iv)(m)(4) applies.

(h) To the extent that any item of income, gain, loss or deduction has been specially allocated pursuant to Section 11.2(a)-(g) and such allocation is inconsistent with the way in which the same amount otherwise would have been allocated under Section 11.1, subsequent allocations under this Section 11.2(h) shall be made, to the extent possible and without duplication, in a manner consistent with Section 11.2 and taking into account future allocations under Section 11.2(a)-(g) that, although not yet made, are likely to offset other allocations previously made under Section 11.2(a)-(g), which negate as rapidly as possible the effect of all such inconsistent allocations under Section 11.2(a)-(g).

(i) Any “imputed underpayment” within the meaning of Code Section 6225 (or any similar provision of state or local Law) paid (or payable) by the Company as a result of an adjustment with respect to any Company item, including any interest or penalties with respect to any such adjustment, shall be allocated to the Members in a manner consistent with applicable Regulations (or comparable provisions of applicable state or local Law) and Section 11.5.

(j) Upon the exercise of any Noncompensatory Option, the allocation of any unrealized gain, loss, income or deduction from an adjustment to Gross Asset Value under clause (b)(v) of the definition thereof shall be made pursuant to Regulation § 1.704-1(b)(2)(iv)(s)(2) and, if necessary, a Capital Account reallocation shall be accomplished as provided in Regulation § 1.704-1(b)(2)(iv)(s)(3) and as further described in Section 11.3(d).

These provisions shall be applied as if all distributions and allocations were made at the end of the Fiscal Year or other taxable period. Where any provision depends on the balance of a Capital Account of any Member, such Capital Account shall be determined after the operation of all preceding provisions for the period. These allocations shall be made consistently with the requirements of Regulation § 1.704-2(j).

11.3 Allocations for Income Tax Purposes.

(a) The income, gains, losses, deductions and credits of the Company for U.S. federal, state and local income tax purposes for any Fiscal Year or other taxable period shall be allocated to the Members in the same manner as Company items of income, gain, loss, deduction and credit were allocated to the Members for such Fiscal Year or other taxable period pursuant to Sections 11.1 and 11.2; provided, however, that solely for U.S. federal, state and local income and franchise tax purposes and not for book or Capital Account purposes, income, gain, loss and deduction with respect to any Company asset properly carried on the Company’s Code Section 704(b) books at a value other than the tax basis of such Company asset shall be allocated in a manner determined in the discretion of the Board so as to take into account (consistently with Code Section 704(c) principles) the difference between such Company asset’s Code Section 704(b) book basis and its tax basis.

(b) Allocations of tax credits, tax credit recapture, and any items related thereto shall be allocated to the Members according to their interests in such items as determined by the Board taking into account the principles of Regulation § 1.704-1(b)(4)(ii) and (viii).

(c) If the Company recognizes Depreciation Recapture in respect of the disposition of any Company asset, (i) the portion of the gain on such disposition that is allocated to a Member pursuant to Section 11.1 or 11.2 shall be treated as consisting of a portion of the Company’s Depreciation Recapture

on the disposition and a portion of the Company's remaining gain on such sale under principles consistent with Regulation § 1.1245-1, and (ii) if, for U.S. federal income tax purposes, the Company recognizes both "unrecaptured section 1250 gain" (as defined in Code Section 1(h)) and gain treated as ordinary income under Code Section 1250(a) in respect of such disposition, the amount treated as Depreciation Recapture under clause (i) above shall comprise a proportionate share of both such types of gain.

(d) If, as a result of an exercise of a Noncompensatory Option, a Capital Account reallocation is required under Regulation § 1.704-1(b)(2)(iv)(s)(3), the Company shall make corrective allocations pursuant to Regulation § 1.704-1(b)(4)(x).

11.4 Other Allocation Rules.

(a) If any Interest in the Company or part thereof is Transferred or reduced (including due to the issuance of a new Interest) in any Fiscal Year or other taxable period, unless otherwise agreed to by the Transferor and Transferee and approved by the Board, the items of income, gain, loss, deduction and credit allocable to such Interest for such Fiscal Year or other taxable period shall be apportioned between the Transferor and the Transferee (in the case of a Transfer) or between the Member whose Interest was reduced and the other Members (in the case of a reduction) using the "interim closing method" and the "calendar day convention" of Regulation § 1.706-4.

(b) Solely for purposes of determining a Member's proportionate share of the "excess nonrecourse liabilities" of the Company in any Fiscal Year or other taxable period within the meaning of Regulation § 1.752-3(a)(3), each Member's interests in Company profits shall be its ownership percentage of the total number of Interests outstanding.

11.5 Withholding and Entity-Level Taxes.

(a) The Company shall comply with withholding requirements under U.S. federal, state and local and foreign law and shall remit amounts withheld to and file required forms with the applicable jurisdictions. To the extent the Company is required to withhold and pay over any amounts to any authority with respect to distributions or amounts allocable to any Member or to the extent the Company is required to pay any income tax (including interest and penalties) that (as reasonably determined by the Board based upon this Agreement) is attributable or allocable to any Member, the amount withheld or paid shall be deemed to be a distribution by the Company to such Member (which shall reduce the amounts that would subsequently otherwise be distributed to such Member pursuant to Section 4.1 in the order in which they would otherwise have been distributable). In the event of any claimed over-withholding, Members shall be limited to an action against the applicable jurisdiction. Each Member agrees to furnish the Company with any representations and forms as shall reasonably be requested by the Company to assist it in determining the extent of, and in fulfilling, its withholding obligations.

(b) If the Company receives proceeds in respect of which a tax has been withheld, the Company shall be treated as having received cash in an amount equal to the amount of such withheld tax, and, for all purposes of this Agreement, the portion of the withholding tax allocable to each Member, as reasonably determined by the Board, shall be deemed to be a distribution by the Company to such Member (which shall reduce the amounts that would subsequently otherwise be distributed to such Member pursuant to Section 4.1 in the order in which they would otherwise have been distributable). In the event that the Company receives a refund of taxes previously withheld by a third party from one or more payments to the Company, the economic benefit of such refund shall be apportioned among the Members in a manner reasonably determined by the Board to offset the prior operation of this Section 11.5(b) in respect of such withheld taxes.

(c) If the Company, the Board, or any of their respective Affiliates, or any of their respective officers, directors, managers, members, partners, shareholders, employees, consultants, agents or advisors becomes liable as a result of a failure to withhold and remit taxes in respect of any Member (or former Member) hereunder, then such Member (or former Member) shall, to the fullest extent permitted by law, indemnify and hold harmless the Company, the Board, or any of their respective Affiliates, or any of their respective officers, directors, managers, members, partners, shareholders, employees, consultants, agents or advisors, as the case may be, in respect of all taxes, including interest and penalties, and any expenses incurred in any examination, determination, resolution and payment of such liability (and any such indemnity with respect to any withholding taxes imposed pursuant to Code Section 1446(f)(4) and any interest, penalties and expenses in connection therewith shall be provided jointly and severally by the transferor Member (or former Member) and transferee Member (or former Member) of any Interest), except with respect to any penalties or expenses that arise as a result of any act or omission with respect to which a court of competent jurisdiction has issued a final, nonappealable judgment that the Company, the Board, or any of their respective Affiliates, or any of their respective officers, directors, employees, managers, members, partners, shareholders, and, as determined by the Board in its sole and absolute discretion, consultants, agents or advisors was grossly negligent or engaged in willful misconduct or fraud. Additionally, each Member (and each former Member) shall indemnify the Company against any losses and liabilities (including interest and penalties) related to any income tax payable by the Company that (as reasonably determined by the Board based upon this Agreement) is attributable or allocable to such Member (or former Member), including under Code Section 6225(a) or any similar provision of state or local Law. The provisions contained in this Section 11.5(c) shall survive the termination of the Company and the Transfer of any Interest.

Article XII

General Provisions

12.1 Exculpation and Indemnification.

(a) Unless specifically set forth herein, to the fullest extent permitted by applicable law, no Member, officer, Director, Partnership Representative, Designated Individual, employee or agent of the Company and no officer, director, employee, Representative, agent or Affiliate of any Member (collectively, the “Covered Persons”) shall be liable to the Company or any other Person who is bound by this Agreement for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person’s fraud, gross negligence or willful misconduct as determined by a final, non-appealable judgment of a court of competent jurisdiction.

(b) To the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by a Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that no Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person’s fraud, gross negligence or willful misconduct with respect to such acts or omissions as determined by a final, non-appealable judgment of a court of competent jurisdiction. To the fullest extent permitted by applicable law, expenses (including legal fees) incurred by a Covered Person defending any claim, demand, action, suit or proceeding shall be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding upon demand by such Covered Person and receipt by the Company of

an undertaking by or on behalf of such Covered Person to repay such amount if it shall be determined that the Covered Person is not entitled to be indemnified as authorized in this Section 12.1.

(c) A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any Person as to matters the Covered Person reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities or any other facts pertinent to the existence and amount of assets of the Company from which distributions to any Member might properly be paid.

(d) As of or prior to the Effective Date, the Company has obtained directors' and officers' liability insurance for the Directors and officers of the Company, if any (a "D&O Insurance Policy"), with coverage under such D&O Insurance Policy to be effective no later than the Effective Date, naming each Director and officer as an insured in such a manner as to provide such Director the same rights and benefits, subject to the same limitations, as are accorded to the Directors or officers of the Company most favored by such D&O Insurance Policy. The Company shall use its commercially reasonable efforts to maintain a D&O Insurance Policy at all times that are no less favorable to the Directors than the D&O Insurance Policy entered into pursuant to the first sentence of this Section 12.1(d).

(e) The Company hereby acknowledges that a Covered Person may have certain rights to indemnification, advancement of expenses and/or insurance provided by companies for which such Covered Person serves as a director, officer or employee (collectively, the "Other Indemnitors"). The Company hereby agrees that it (i) is the indemnitor of first resort (*i.e.*, its obligations to a Covered Person are primary and any obligation of the Other Indemnitors to advance expenses or to provide indemnification for the same expenses or liabilities incurred by or on behalf of such Covered Person are secondary), (ii) shall be required to advance the full amount of expenses incurred by or on behalf of such Covered Person and shall be liable for the full amount of all expenses, judgments, penalties, fines and amounts paid in settlement to the extent not prohibited by applicable law and as required by the terms of this Agreement, without regard to any rights such Covered Person may have against the Other Indemnitors and (iii) irrevocably waives, relinquishes and releases the Other Indemnitors from any and all claims against the Other Indemnitors for reimbursement, subrogation or any other recovery of any kind in respect thereof. The Company further agrees that no advancement or payment by the Other Indemnitors on behalf of a Covered Person with respect to any claim for which a Covered Person has sought indemnification from the Company shall affect the foregoing and the Other Indemnitors shall have a right of reimbursement and/or be subrogated to the extent of such advancement or payment to all of the rights of recovery of a Covered Person against the Company. The Company and any Covered Person agree that the Other Indemnitors are express third-party beneficiaries of the terms of this Section 12.1(e).

12.2 Entire Agreement; Amendments.

(a) This Agreement (including the exhibits and annexes attached hereto) contains the sole and entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

(b) Subject to the proviso hereafter, this Agreement may be modified or amended or supplemented with the approval of (1) a majority of the issued and outstanding Voting Interests, and (2) the Board; provided, however, that, notwithstanding anything in this Agreement to the contrary, (i) without the consent of any Member, the Board may amend Exhibit B from time to time so as to accurately reflect the information contained thereon upon (A) the withdrawal of a Member, (B) the admission of a new Member and (C) any changes to Percentage Interests and the number of Voting Interests held by Members as a

consequence thereof, (ii) any change to any voting, consent or approval threshold or requirement specified in this Agreement shall require the approval of Members or Directors, as the case may be, constituting at least such voting, consent or approval threshold or otherwise satisfying such requirement, (iii) any amendment to this Agreement or any limited liability company agreement, charter, bylaws or comparable organizational document of the Company or any material Subsidiary of the Company that (w) modifies the limited liability of a Member, (x) changes the Capital Contribution required by a Member, (y) would reasonably be expected to materially adversely affect any Member's rights pursuant to Section 5.2, Section 5.3, Section 5.4, Section 5.6, Section 5.7, Section 6.2, Section 6.3, Section 6.9, Section 6.10 and this Section 12.2 or (z) would reasonably be expected to materially adversely affect any Member or group of Members in a manner that is disproportionate to the effect on any other holder or group of Members shall require the prior written consent of such Member or, with respect to a group of Member pursuant to clause (z) above, the holders of a majority of the collective Voting Interests of such group of Members, and (iv) any amendment to this Agreement or any limited liability company agreement, charter, bylaws or comparable organizational document of the Company or any material Subsidiary of the Company that does not and would not be reasonably expected to adversely affect any Member in any material respect may be made by the Board, without the consent of any Member, to the extent permitted by law.

12.3 Avoidance of Provisions. No party hereto shall avoid the provisions of this Agreement by making one or more Transfers to one or more Affiliates and then disposing of all or any portion of such party's interest in any such Affiliate.

12.4 Binding Agreement. The covenants and agreements herein contained shall inure to the benefit of and shall be binding upon the parties hereto and their respective Representatives, successors in interest and permitted assigns.

12.5 Notices. Unless otherwise provided in this Agreement, any and all notices contemplated by this Agreement shall be deemed adequately given if in writing and delivered in hand, or upon receipt when sent by telecopy or electronic transmission, including electronic mail. All such notices to Members shall be addressed to the last address of record on the books of the Company; all such notices to the Company shall be addressed to the Company at the address set forth in Section 2.4 or at such other address as the Company may have designated by notice given in accordance with the terms of this subsection.

12.6 Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, all rights and remedies being governed by such laws, without regard to its conflict of laws rules.

12.7 Consent to Jurisdiction; WAIVER OF JURY TRIAL.

(a) The Company and each Member (i) irrevocably submits to the exclusive jurisdiction of the Chancery Court of the State of Delaware and the United States District Court for the District of Delaware (and the appropriate appellate courts), for the purposes of any suit, action or other proceeding arising out of this Agreement and (ii) agrees to commence any such action, suit or proceeding either in the United States District Court for the District of Delaware or if such suit, action or other proceeding may not be brought in such court for jurisdictional reasons, in the Chancery Court of the State of Delaware. Notwithstanding the foregoing, any party hereto may commence an action, suit or proceeding with any governmental body anywhere in the world for the sole purpose of seeking recognition and enforcement of a judgment of any court referred to in the first sentence of this Section 12.7(a). The Company and each Member further (x) agrees that service of any process, summons, notice or document by U.S. registered mail to such party's respective address set forth on the Member List (or in the case of the Company, at the Company's principal office in Delaware) shall be effective service of process for any action, suit or proceeding in Delaware with respect to any matters to which it has submitted to jurisdiction

in this Section 12.7(a) and (y) irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement in (A) the Chancery Court of the State of Delaware, or (B) the United States District Court for the District of Delaware, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

(b) THE COMPANY AND EACH MEMBER HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, INVOLVING OR OTHERWISE IN RESPECT OF THIS AGREEMENT OR SUCH MEMBER'S OWNERSHIP OF COMPANY COMMON EQUITY. THE COMPANY AND EACH MEMBER (I) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE COMPANY OR ANY MEMBER HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE COMPANY OR SUCH MEMBER WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT THE COMPANY AND EACH MEMBER HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 12.7(b).

12.8 Construction. The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent and, to the fullest extent permitted by law, the parties intend that no rule of strict construction will be applied against any party.

12.9 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted. In the case of any such invalidity or unenforceability, the parties hereto agree to use all reasonable best efforts to achieve the purpose of such provision by a new legally valid and enforceable stipulation.

12.10 Counterparts, Electronic Copies. This Agreement may be executed in multiple counterparts, including by electronic transmission or portable document format (.pdf), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12.11 Survival. The provisions of Sections 6.15 and this Article XII shall survive the termination of this Agreement for any reason or the dissolution of the Company. Subject to the Act, all other rights and obligations of the Members shall cease upon the earlier of the termination of this Agreement or dissolution of the Company.

12.12 Termination.

(a) This Agreement will be automatically effective as of the Effective Date and will continue in effect until the earlier to occur of (i) its termination by the unanimous written consent of all Members of the Company, (ii) the dissolution, liquidation or winding up of the Company and (iii) the consummation of a Drag-Along Sale in which, for whatever reason, all of the Members participate either as Selling Members or Compelled Members.

(b) Section 3.6(b), Sections 5.1 through 5.8, Section 6.10, Section 6.15, Section 8.3, Section 8.4 and Article X shall automatically terminate upon (i) a Qualified IPO or (ii) the listing of any equity securities of the Company on the NASDAQ, the NYSE or another U.S. national securities exchange.

12.13 Special Power of Attorney. Each Member grants a majority of the Board and the Company (each a "Proxy Holder") a special power of attorney (with full power of substitution and resubstitution)

irrevocably making, constituting, and appointing such person as the Member's attorney-in-fact, with full power and authority to act in the Member's name and on the Member's behalf to execute, acknowledge and deliver and swear to in the execution, acknowledgment, delivery and filing of any agreements or instruments that a majority of the Board deems necessary or appropriate in connection with a Drag-Along Sale or Sale of the Company, conducted pursuant to, and subject to the terms and conditions set forth in, Section 5.4 or Section 5.5, as applicable. Further, each Member grants to each Proxy Holder with respect to such a Drag-Along Sale or Sale of the Company a special power of attorney (with full power of substitution and resubstitution) irrevocably making, constituting, and appointing such person as the Member's attorney-in-fact, with full power and authority to act in the Member's name and on the Member's behalf to: (a) vote on all matters to be voted on under this Agreement on behalf of such Members, (b) receive all notices on behalf of such Members, (c) execute and deliver, on behalf of such Members, any agreement, consent, assignment, waiver, other document or instrument or any amendment thereto or to take any other action required of such Members under this Agreement, including executing, acknowledging, delivering and swearing to in the execution, acknowledgment, delivery and filing of any agreements or instruments that a majority of the Board deems necessary or appropriate, and (d) take all other actions to be taken by or on behalf of the Members, as a group, and exercise any and all rights that such Members are permitted or required to do or exercise under this Agreement with respect to such a Drag-Along Sale or Sale of the Company. The special powers granted in this Section 12.13 (i) is irrevocable, (ii) is coupled with an interest, and (iii) shall survive a Member's death, incapacity or dissolution. A majority of the Board, duly appointed officer of the Company or other person duly designated by a majority of the Board and the Company may exercise the special power of attorney granted in this Section 12.13 by a facsimile or other electronic signature (including electronic mail with PDF attachment).

12.14 Further Assurance. Each party to this Agreement agrees to execute, acknowledge, deliver, file and record such further certificates, amendments, instruments and documents and to do all such other acts and things, as may be required by law or as, in the reasonable judgment of the Board, may be necessary or reasonably advisable to carry out the intent and purpose of this Agreement.

[Signature pages follow]

IN WITNESS WHEREOF, the Members signatory hereto have entered into this Agreement on the date first above written:

MEMBERS:

[•]Member

Name:

Title:

Annex I
Registration Rights

See attached.

REGISTRATION RIGHTS

1. **Definitions.** Capitalized terms used but not defined in this Annex I have the meanings given to such terms in the LLC Agreement. As used in this Annex I, and solely for the purposes of this Annex I, the following terms have the meanings specified below:

“Affiliated Holders” has the meaning set forth in Section 2(b)(i) of this Annex I. “beneficially owned,” “beneficial ownership” and similar phrases have the same meanings as such terms have under Rule 13d-3 (or any successor rule then in effect) under the Exchange Act, except that in calculating the beneficial ownership of any Holder, such Holder shall be deemed to have beneficial ownership of all securities that such Holder has the right to acquire, whether such right is currently exercisable or is exercisable upon the occurrence of a subsequent event. For the avoidance of doubt, each Holder shall be deemed to beneficially own all of the Common Interests held by any of its Affiliates.

“Block Sale” means the sale of Common Interests constituting more than one percent (1%) of Common Interests then outstanding to one or more purchasers in a registered transaction without a prior marketing process by means of (i) a bought deal, (ii) a block trade or (iii) a direct sale.

“Company Notice” has the meaning set forth in Section 2(a)(iii) of this Annex I.

“Demand Eligible Holder” has the meaning set forth in Section 2(b)(i) of this Annex I.

“Demand Eligible Holder Request” has the meaning set forth in Section 2(b)(i) of this Annex I.

“Demand Notice” has the meaning set forth in Section 2(b)(i) of this Annex I.

“Demand Registration” has the meaning set forth in Section 2(b)(i) of this Annex I.

“Demand Registration Statement” has the meaning set forth in Section 2(b)(i) of this Annex I.

“Effectiveness Period” has the meaning set forth in Section 2(b)(iii) of this Annex I. “Family Member” means, with respect to any natural Person, such Person’s parents, spouse (but not including a former spouse or a spouse from whom such Person is legally separated) and descendants (whether or not adopted) and any trust, family limited partnership or limited liability company that is and remains solely for the benefit of such Person’s spouse (but not including a former spouse or a spouse from whom such Person is legally separated) and/or descendants.

“FINRA” means Financial Industry Regulatory Authority, Inc.

“Holder” means each Member of the Company who holds any portion of the Company’s then outstanding Common Interests.

“Indemnified Persons” has the meaning set forth in Section 5(a) of this Annex I.

“Initial Public Offering” means the initial firm commitment underwritten public offering of Registrable Securities consummated for cash and registered under the Securities Act or equivalent foreign securities laws (other than a registration statement on Form S-4 or Form S-8 (or any similar or successor form or equivalent foreign form)) pursuant to which Registrable Securities are sold and concurrently listed on a national securities exchange in the United States.

“Initiating Holders” has the meaning set forth in Section 2(b)(i) of this Annex I.

“Issuer Free Writing Prospectus” means an issuer free writing prospectus, as defined in Rule 433 under the Securities Act, relating to an offer of the Registrable Securities.

“LLC Agreement” means that certain Amended and Restated Limited Liability Company

Agreement of [Reorganized Careismatic Brands, LLC], dated [●], 2024, to which these Registration Rights are attached as Annex I.

“Losses” has the meaning set forth in Section 5(a) of this Annex I.

“Other Registrable Securities” means Common Interests issued or issuable with respect to, on account of or in exchange for Common Interests, whether by dividend, recapitalization, merger or otherwise held by any other Person who has rights to participate in any public offering of securities by the Company pursuant to a registration rights agreement or other similar arrangement with the Company.

“Piggyback Eligible Holders” has the meaning set forth in Section 2(c)(i) of this Annex I.

“Piggyback Notice” has the meaning set forth in Section 2(c)(i) of this Annex I.

“Piggyback Registration” has the meaning set forth in Section 2(c)(i) of this Annex I.

“Piggyback Registration Statement” has the meaning set forth in Section 2(c)(i) of this Annex I.

“Piggyback Request” has the meaning set forth in Section 2(c)(i) of this Annex I.

“Proceeding” means any action, claim, suit, proceeding or investigation (including a preliminary investigation or partial proceeding, such as a deposition) pending or known to the Company to be threatened.

“Prospectus” means the prospectus or prospectuses included in a Registration Statement (including a prospectus that includes any information previously omitted from a prospectus filed as part of an effective Registration Statement in reliance upon Rule 430A promulgated under the Securities Act or any successor rule thereto), all amendments and supplements to the prospectus, including post-effective amendments, all material incorporated by reference or deemed to be incorporated by reference in such prospectus or prospectuses and any Issuer Free Writing Prospectus.

“Registrable Securities” means any Common Interests and any other securities issued or issuable with respect to, on account of or in exchange for Common Interests, whether by dividend, recapitalization, merger or otherwise that are held by the Holder or that are held by any Affiliate, transferee or assignee of any Holder, all of which Common Interests are subject to the rights provided herein until such rights terminate pursuant to the provisions of this Annex I. As to any particular Registrable Securities, such securities shall cease to be Registrable Securities when (i) a registration statement registering such Registrable Securities under the Securities Act has been declared effective and such Registrable Securities have been sold, transferred or otherwise disposed of by the Holder thereof pursuant to such effective registration statement, (ii) such Registrable Securities are sold, transferred or otherwise disposed of pursuant to Rule 144, (iii) such securities cease to be outstanding, or (iv) such Registrable Securities as are held by any Holder who, together with its Affiliates, at the time of determination, holds in the aggregate less than one percent (1%) of the Company’s then outstanding Common Interests; provided that such Common Interests may be sold pursuant to Rule 144(b)(1) under the Securities Act without limitations on volume.

“Registration Date” means the date on which the Company becomes subject to Section 13(a) or Section 15(d) of the Exchange Act in connection with the Common Interests or any other class of equity securities of the Company.

“Registration Expenses” has the meaning set forth in Section 4(a) of this Annex I.

“Registration Statement” means a registration statement of the Company filed with or to be filed with the SEC under the Securities Act and other applicable law, and including any Prospectus, amendments and supplements to each such registration statement or Prospectus, including pre- and post-effective amendments, all exhibits thereto and all material incorporated by reference or deemed to

be incorporated by reference in such registration statement.

“Rule 144” means Rule 144 promulgated by the SEC pursuant to the Securities Act, as such rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the SEC having substantially the same effect as such rule.

“Rule 144A” means Rule 144A promulgated by the SEC pursuant to the Securities Act, as such rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the SEC having substantially the same effect as such rule.

“Rule 158” means Rule 158 promulgated by the SEC pursuant to the Securities Act, as such rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the SEC having substantially the same effect as such rule.

“Rule 405” means Rule 405 promulgated by the SEC pursuant to the Securities Act, as such rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the SEC having substantially the same effect as such rule.

“Rule 424” means Rule 424 promulgated by the SEC pursuant to the Securities Act, as such rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the SEC having substantially the same effect as such rule.

“Selling Expenses” means all underwriting fees, discounts, selling commissions and transfer taxes applicable to the sale of Registrable Securities and related legal and other fees of a Holder or any underwriter not included within the definition of Registration Expenses.

“Shelf” has the meaning set forth in Section 2(a)(i) of this Annex I.

“Shelf Period” has the meaning set forth in Section 2(a)(i) of this Annex I.

“Shelf Registration” means the registration of the Registrable Securities on a Shelf pursuant to Section 2(a)(i) of this Annex I.

“Shelf Takedown Notice” has the meaning set forth in Section 2(a)(iii) of this Annex I.

“Suspension Period” has the meaning set forth in Section 2(e) of this Annex I.

“Trading Market” means any principal national securities exchange in the United States, including, but not limited to, the New York Stock Exchange or The Nasdaq Global Market or, in each case, any successor exchange on which Registrable Securities are (or are to be) listed.

“Underwritten Shelf Takedown” has the meaning set forth in Section 2(a)(ii) of this Annex I.

Unless the context requires otherwise: (a) any pronoun used in this Annex I shall include the corresponding masculine, feminine or neuter forms; (b) references to Sections, paragraphs and clauses refer to Sections, paragraphs and clauses of this Annex I; (c) the terms “include,” “includes,” “including” or words of like import shall be deemed to be followed by the words “without limitation”; (d) the terms “hereof,” “herein” or “hereunder” refer to this Annex I as a whole and not to any particular provision of this Annex I; (e) unless the context otherwise requires, the term “or” is not exclusive and shall have the inclusive meaning of “and/or”; (f) defined terms herein will apply equally to both the singular and plural forms and derivative forms of defined terms will have correlative meanings; (g) references to any law or statute shall include all rules and regulations promulgated thereunder, and references to any form of Registration Statement, law or statute shall be construed as including any legal and statutory provisions consolidating, amending, succeeding or replacing the applicable form of Registration Statement, law or statute; (h) references to any Person include such Person’s successors and permitted assigns; and (i) references to “days” are to calendar days unless otherwise indicated.

2. Registration. This Annex I, and the rights granted hereunder, shall not be effective and

will not vest until a majority of the members of the Board ratify this Annex I.

(a) Shelf Registration.

(i) As soon as reasonably practicable after the date on which the Company becomes eligible to use a Registration Statement on Form S-3 to register the resale of Registrable Securities, and upon the request of an eligible Holder beneficially owning at least five percent (5%) of the then outstanding Common Interests, the Company shall file a Registration Statement on Form S-3 covering the resale of all Registrable Securities on a delayed or continuous basis (the “Shelf”) for such Registrable Securities held by all such requesting Holders. The Company shall use its reasonable best efforts to cause such Registration Statement to become effective as promptly as practicable. The Company shall use its reasonable best efforts to keep the Shelf continuously effective under the Securities Act until there are no longer any Registrable Securities (the “Shelf Period”).

(ii) Subject to the provisions of Section 2(a)(v) of this Annex I, at any time during which the Shelf is effective (or in connection with its initial effectiveness), any one or more of the eligible Holders of Registrable Securities may request to sell all or any portion of their Registrable Securities in an underwritten offering that is registered pursuant to the Shelf (each, an “Underwritten Shelf Takedown”); provided that in the case of each such Underwritten Shelf Takedown such Holder or Holders will be entitled to make such demand only if (A) the number of Registrable Securities to be sold in such Underwritten Shelf Takedown represents not less than ten percent (10%) of the outstanding Common Interests in the aggregate and (B) the total offering price of the Common Interests to be sold in such Underwritten Shelf Takedown (including any piggyback securities and before deduction of underwriting discounts) is reasonably expected to exceed, in the aggregate, [\$200 million].

(iii) All requests for Underwritten Shelf Takedowns shall be made by giving written notice to the Company (the “Shelf Takedown Notice”). Each Shelf Takedown Notice shall specify the approximate number of Registrable Securities to be sold in the Underwritten Shelf Takedown and the expected price range (net of underwriting discounts and commissions) of such Underwritten Shelf Takedown. Subject to Section 2(i) of this Annex I below, within three (3) days after receipt of any Shelf Takedown Notice, the Company shall give written notice of such requested Underwritten Shelf Takedown to all other Holders of Registrable Securities (the “Company Notice”) and, subject to the provisions of Section 2(a)(iv) and Section 2(i) of this Annex I below, shall include in such Underwritten Shelf Takedown all Registrable Securities with respect to which the Company has received written requests for inclusion therein within five (5) Business Days after giving the Company Notice.

(iv) If the managing underwriters for such Underwritten Shelf Takedown advise the Company that in their reasonable view, or, if such managing underwriters are unwilling to so advise the Company, if the Company concludes after consultation with such managing underwriters and the Holder of Registrable Securities proposed to be included in such Underwritten Shelf Takedown that in the Company’s reasonable view, the number of Common Interests proposed to be included in such Underwritten Shelf Takedown exceeds the number of Common Interests which can be sold in an orderly manner in such offering within a price range acceptable to the Holders of a majority of the Registrable Securities requested to be included in the Underwritten Shelf Takedown, then the Company shall so advise all Holders of Registrable Securities proposed to be included in such Underwritten Shelf Takedown, and shall include in such Underwritten Shelf Takedown the number of Common Interests which can be so sold in the following order of priority: (A) first, the Registrable Securities requested to be included in such Underwritten Shelf Takedown, which in the view of such underwriters or the Company, as applicable, can be sold in an orderly manner within the price range of such

offering, pro rata among the respective Holders of such Registrable Securities on the basis of the number of Registrable Securities requested to be included therein by each such Holder, and (B) second, Other Registrable Securities requested to be included in such Underwritten Shelf Takedown to the extent permitted hereunder, pro rata among the respective Holders of such Other Registrable Securities on the basis of the number of securities requested to be included therein by each such Holder.

(v) Other than Block Sales, which shall not be classified as an Underwritten Shelf Takedown solely for the purposes of the limitations under this Section 2(a)(v) of this Annex I, the Company shall not be obligated to (A) effect an Underwritten Shelf Takedown within ninety (90) days (or such shorter period specified in any applicable lock-up agreement entered into with underwriters) after the consummation of a previous Underwritten Shelf Takedown or Demand Registration and (B) effect a total of not more than two (2) Underwritten Shelf Takedowns while any Registrable Securities remain outstanding; provided that one (1) of such two (2) Underwritten Shelf Takedowns shall be reserved for Holders who beneficially own in the aggregate more than 20 percent (20%) of the Company's then outstanding Common Interests.

(vi) The Holders of a majority of the Registrable Securities requested to be included in an Underwritten Shelf Takedown shall have the right to select the investment banker(s) and manager(s) to administer the offering (which shall consist of one (1) or more reputable nationally recognized investment banks, subject to the Company's approval (which shall not be unreasonably withheld, conditioned or delayed)) and one (1) firm of counsel to represent all of the Holders (along with any reasonably necessary local counsel), in connection with such Underwritten Shelf Takedown; provided that the Company shall select such investment banker(s), manager(s) and counsel (including local counsel) if such Holders of such majority cannot so agree on the same within a reasonable time period.

(vii) Any Holder whose Registrable Securities were to be included in any such registration pursuant to Section 2(a)(ii) of this Annex I may elect to withdraw any or all of its Registrable Securities therefrom, without prejudice to the rights of any such Holder or Holders to include Registrable Securities in any future registration (or registrations), by written notice to the Company delivered on or prior to the effective date of the relevant Underwritten Shelf Takedown.

(viii) As of the date this Annex I is ratified by a majority of the members of the Board, the Company represents and warrants that it is not a party to, or otherwise subject to, any agreement other than this Annex I granting registration rights to any other Person with respect to any securities of the Company.

(ix) Notwithstanding any of the foregoing, the Company shall not be obligated to file any Registration Statement pursuant to Section 2(a) of this Annex I without the prior approval of a majority of the members of the Board.

(b) Demand Registration. Subject to the terms and conditions of this Annex I (including Section 2(b)(ii)), at any time on or after an Initial Public Offering or the listing of the Common Interests on a Trading Market, upon written notice to the Company (a "Demand Notice") delivered by a Holder or Holders, collectively, beneficially owning more than ten percent (10%) of the then outstanding Common Interests in the aggregate or, which for the avoidance of doubt shall include any Holder with respect to which there is a director serving on the Board who was appointed by, or is otherwise employed by or affiliated with, such Holder or its Affiliates (each of the foregoing being referred to as the "Initiating Holders") at any time requesting that the Company effect the registration (a "Demand Registration") under the Securities Act (other than pursuant to a Registration Statement on Form S-4 or S-8) the number of Registrable Securities (which, for purposes of this Section 2(b)(i), shall include Common Interests

issuable pursuant to the Warrants) included in such Demand Notice, the Company shall promptly (but in any event, not later than five (5) Business Days following the Company's receipt of such Demand Notice) give written notice of the receipt of such Demand Notice to all other Holders that, to its knowledge, hold Registrable Securities (each, a "Demand Eligible Holder"). The Company shall promptly file the appropriate registration statement (the "Demand Registration Statement") and use its reasonable best efforts to effect, at the earliest practicable date, the registration under the Securities Act and under the applicable state securities laws of (1) the Registrable Securities which the Company has been so requested to register by the Initiating Holders in the Demand Notice and (2) all other Registrable Securities which the Company has been requested to register by the Demand Eligible Holders by written request (the "Demand Eligible Holder Request") given to the Company within ten (10) Business Days after the giving of such written notice by the Company, in each case subject to Section 2(b)(v) of this Annex I, all to the extent required to permit the disposition (in accordance with the intended methods of disposition) of the Registrable Securities to be so registered.

(i) Notwithstanding anything herein to the contrary, the Company shall only be required to (A) effect one (1) Demand Registration in any six (6) month period and (B) effect a total of not more than three (3) Demand Registrations by Holders beneficially owning not less than ten percent (10%) of the outstanding shares of the Common Interests in the aggregate.

(ii) The Company shall use its reasonable best efforts to keep the Demand Registration Statement continuously effective under the Securities Act for the period of time necessary for the underwriters or Holders to sell all the Registrable Securities covered by such Demand Registration Statement or such shorter period which will terminate when all Registrable Securities covered by such Demand Registration Statement have been sold pursuant thereto (including, if necessary, by filing with the SEC a post-effective amendment or a supplement to the Demand Registration Statement or the related Prospectus or any document incorporated therein by reference or by filing any other required document or otherwise supplementing or amending the Demand Registration Statement, if required by the rules, regulations or instructions applicable to the registration form used by the Company for such Demand Registration Statement or by the Securities Act, any state securities or "blue sky" laws, or any other rules and regulations thereunder) (the "Effectiveness Period"). A Demand Registration requested pursuant to this Section 2(b) shall not be deemed to have been effected (A) if the Registration Statement is withdrawn without becoming effective, (B) if the Registration Statement does not remain effective in compliance with the provisions of the Securities Act and the laws of any state or other jurisdiction applicable to the disposition of the Registrable Securities covered by such Registration Statement for the Effectiveness Period, (C) if, after it has become effective, such Registration Statement is subject to any stop order, injunction or other order or requirement of the SEC or other governmental or regulatory agency or court for any reason other than a violation of applicable law solely by any selling Holder and has not thereafter become effective, (D) in the event of an underwritten offering, if the conditions to closing specified in the underwriting agreement entered into in connection with such registration are not satisfied or waived other than by reason of some wrongful act or omission by an Initiating Holder, (E) if the Company does not include in the applicable Registration Statement any Registrable Securities held by a Holder that is required by the terms hereof to be included in such Registration Statement, or (F) if the Initiating Holders and Demand Eligible Holders have not been able to sell at least seventy-five percent (75%) of the Registrable Securities that they have requested to sell in the Demand Notice or Demand Eligible Holder Request.

(iii) Notwithstanding any other provision of this Section 2(b), if (A) the Initiating Holders intend to distribute the Registrable Securities covered by a Demand

Registration by means of an underwritten offering and (B) the managing underwriters advise the Company and the Initiating Holders that in their reasonable view, or, if such managing underwriters are unwilling to so advise the Company and the Initiating Holders, the Company concludes after consultation with such managing underwriters and the Holders of Registrable Securities proposed to be included in such offering that in the Company's reasonable view, the number of Common Interests proposed to be included in such offering (including Registrable Securities requested by Holders to be included in such offering and any securities that the Company or any other Person proposes to be included that are not Registrable Securities) exceeds the number of Common Interests which can be sold in an orderly manner in such offering within a price range acceptable to the Holders of a majority of the Registrable Securities requested to be included in such Demand Registration, then the Company shall so advise all Initiating Holders and Demand Eligible Holders with Registrable Securities proposed to be included in such underwritten offering, and shall include in such offering the number of Common Interests which can be so sold in the following order of priority: (1) first, the Registrable Securities requested to be included in such underwritten offering by the Initiating Holders and the Demand Eligible Holders, which in the view of such underwriters or the Company, as applicable, can be sold in an orderly manner within the price range of such offering, pro rata among such Initiating Holders and Demand Eligible Holders on the basis of the number of Registrable Securities requested to be included therein by each such Initiating Holder and Demand Eligible Holder, and (2) second, Other Registrable Securities requested to be included in such underwritten offering to the extent permitted hereunder pro rata among the respective Holders of such Other Registrable Securities on the basis of the number of securities requested to be included therein by each such Holder.

(iv) The determination of whether any offering of Registrable Securities pursuant to a Demand Registration will be an underwritten offering shall be made in the sole discretion of the Holders of a majority of the Registrable Securities included in such underwritten offering, and such Holders of a majority of the Registrable Securities shall have the right to (A) determine the plan of distribution, including the price at which the Registrable Securities are to be sold and the underwriting commissions, discounts and fees and (B) select the investment banker(s) and manager(s) to administer the offering (which shall consist of one (1) or more reputable nationally recognized investment banks, subject to the Company's approval (which shall not be unreasonably withheld, conditioned or delayed)) and one (1) firm of counsel to represent all of the Holders (along with any reasonably necessary local counsel), in connection with such Demand Registration; provided that the Company shall select such investment banker(s), manager(s) and counsel (including local counsel) if such Holders of such majority cannot so agree on the same within a reasonable time period.

(v) Any Holder whose Registrable Securities were to be included in any such registration pursuant to this Section 2(b) may elect to withdraw any or all of its Registrable Securities therefrom, without prejudice to the rights of any such Holder or Holders to include Registrable Securities in any future registration (or registrations), by written notice to the Company delivered on or prior to the effective date of the relevant Demand Registration Statement.

(c) Piggyback Registration.

(i) If at any time the Company proposes to file a Registration Statement (a "Piggyback Registration Statement"), other than pursuant to a Shelf Registration under Section 2(a) of this Annex I or any Demand Registration under Section 2(b) of this Annex I and other than an Initial Public Offering, for an offering of Common Interests or other equity interests for cash (whether in connection with a public offering of Common Interests by the Company, a public offering of Common Interests by holders of such securities other than Holders, or both,

but excluding an offering relating solely to an employee benefit plan, an offering relating to a transaction on Form S-4, an offering on any Registration Statement form that does not permit secondary sales or an offering in connection with any dividend or distribution reinvestment or similar plan), the Company shall give written notice (the “Piggyback Notice”) to all Holders that, to its knowledge, hold at least 1% of the Company’s outstanding Common Interests (collectively, the “Piggyback Eligible Holders”) of the Company’s intention to file a Piggyback Registration Statement reasonably in advance of (and in any event at least ten (10) Business Days before) the anticipated filing date of such Piggyback Registration Statement. The Piggyback Notice shall offer the Piggyback Eligible Holders the opportunity to include for registration in such Piggyback Registration Statement the number of Registrable Securities as they may request, subject to Section 2(c)(ii) of this Annex I (a “Piggyback Registration”). Subject to Section 2(c)(ii) of this Annex I, the Company shall use its reasonable best efforts to include in each such Piggyback Registration such Registrable Securities for which the Company has received written requests (each, a “Piggyback Request”) from Piggyback Eligible Holders within five (5) Business Days after giving the Piggyback Notice. If a Piggyback Eligible Holder decides not to include all of its Registrable Securities in any Piggyback Registration Statement thereafter filed by the Company, such Piggyback Eligible Holder shall nevertheless continue to have the right to include any Registrable Securities in any subsequent Piggyback Registration Statements or registration statements as may be filed by the Company with respect to offerings of Common Interests, all upon the terms and conditions set forth herein. The Company shall use its reasonable best efforts to effect the registration under the Securities Act (other than pursuant to a Registration Statement on Form S-4 or S-8) of all Registrable Securities which the Company has been so requested to register pursuant to the Piggyback Requests, to the extent required to permit the disposition of the Registrable Securities so requested to be registered.

(ii) If the Piggyback Registration under which the Company gives notice pursuant to Section 2(c)(i) of this Annex I is an underwritten offering, and the managing underwriter or managing underwriters of such offering advise the Company and the Piggyback Eligible Holders that, in their reasonable view, or, if such managing underwriters are unwilling to so advise the Company and the Piggyback Eligible Holders, the Company concludes after consultation with such managing underwriters and the Holders of Registrable Securities proposed to be included in such registration that in the Company’s reasonable view, the amount of securities requested to be included in such registration (including Registrable Securities requested by the Piggyback Eligible Holders to be included in such offering and any securities that the Company or any other Person proposes to be included that are not Registrable Securities) exceeds the number of Common Interests which can be sold in an orderly manner in such offering within a price range acceptable to the Company, then the Company shall so advise all Piggyback Eligible Holders with Registrable Securities proposed to be included in such Piggyback Registration, and shall include in such offering the number which can be so sold in the following order of priority: (A) in the case of a Company-initiated registration, (1) first, the securities that the Company proposes to sell, (2) second, the Registrable Securities requested to be included in such Piggyback Registration pro rata among the Piggyback Eligible Holders on the basis of the number of Registrable Securities requested to be included therein by each Piggyback Eligible Holder and (3) third, Other Registrable Securities requested to be included in such Piggyback Registration, pro rata among the Holders thereof on the basis of the number of securities requested to be included therein by each such Holder and (B) in the case of a non-Company initiated registration, (1) first, the securities requested to be included in such offering by the Holders of the Company’s securities initiating such registration and the Piggyback Eligible Holders, pro rata among such Holders on the basis of the number of securities requested to be included therein by each such Holder and (2) second, Other

Registrable Securities requested to be included in such offering to the extent permitted hereunder pro rata among the respective Holders of such Other Registrable Securities on the basis of the number of securities requested to be included therein by each such Holder. Promptly (and in any event within one (1) Business Day) following receipt of notification by the Company from the managing underwriter of a range of prices at which such Registrable Securities are likely to be sold, the Company shall so advise each Piggyback Eligible Holder requesting registration in such offering of such price. If any Piggyback Eligible Holder disapproves of the terms of any such underwriting (including the price offered by the underwriter(s) in such offering), such Piggyback Eligible Holder may elect to withdraw any or all of its Registrable Securities therefrom, without prejudice to the rights of any such Holder or Holders to include Registrable Securities in any future Piggyback Registration or other registration statement, by written notice to the Company and the managing underwriter(s) delivered on or prior to the effective date of such Piggyback Registration Statement. Any Registrable Securities withdrawn from such underwriting shall be excluded and withdrawn from the registration. For any Piggyback Eligible Holder that is a partnership, limited liability company, corporation or other entity, the partners, members, stockholders, subsidiaries, parents and Affiliates of such Piggyback Eligible Holder, or the estates and Family Members of any such partners or members and retired partners or members and any trusts for the benefit of any of the foregoing Persons, shall be deemed to be a single "Piggyback Eligible Holder," and any pro rata reduction with respect to such "Piggyback Eligible Holder" shall be based upon the aggregate amount of securities carrying registration rights owned by all entities and individuals included in such "Piggyback Eligible Holder," as defined in this sentence.

(iii) The Company shall have the right to terminate or withdraw any registration initiated by it under this Section 2(c) prior to the effective date of such Registration Statement, whether or not any Piggyback Eligible Holder has elected to include Registrable Securities in such Registration Statement, without prejudice, however, to the right of the Holders immediately to request that such registration be effected as a registration under Section 2(b) of this Annex I to the extent permitted thereunder and subject to the terms set forth therein.

(iv) If a Piggyback Registration pursuant to this Section 2(c) involves an underwritten offering, the Company shall have the right, in consultation with subject to the approval of the Holders of a majority of the Registrable Securities included in such underwritten offering (which approval shall not be unreasonably withheld, conditioned or delayed), to (A) determine the plan of distribution, including the price at which the Registrable Securities are to be sold and the underwriting commissions, discounts and fees and (B) select the investment banker or bankers and managers to administer the offering, including the lead managing underwriter.

(v) No registration effected under this Section 2(c) shall relieve the Company of its obligations to effect any registration of the sale of Registrable Securities upon request under Section 2(a) or Section 2(b) of this Annex I and no registration effected pursuant to this Section 2(c) shall be deemed to have been effected pursuant to Section 2(a) or Section 2(b) of this Annex I.

(d) Any Demand Notice, Demand Eligible Holder Request, Piggyback Request or Shelf Takedown Notice shall (i) specify the number or class of Registrable Securities and, if applicable, other securities, intended to be offered and sold by the Holder making the request, (ii) express such Holder's bona fide intent to offer such Registrable Securities for distribution, (iii) describe the nature or method of the proposed offer and sale of Registrable Securities (to the extent applicable) and (iv) contain the undertaking of such Holder to provide all such information and materials and take all action as may reasonably be required in order to permit the Company to comply with all applicable

requirements in connection with the registration of such Registrable Securities.

(e) Notwithstanding any other provision of this Section 2, the Company shall have the right but not the obligation to defer the filing of, or suspend the use by the Holders of, any Demand Registration or Shelf Registration for a period of up to sixty (60) days if (i) the Board determines, in its good faith judgment, that the disclosure that would otherwise be required to file or update such Registration Statement would cause the disclosure of material non-public information in a manner that would materially and adversely interfere with any pending material financing or material acquisition, merger, recapitalization, consolidation or reorganization or similar transaction involving the Company; (ii) if the Company is subject to any of its customary suspension or blackout periods, for all or part of such period; (iii) upon issuance by the SEC of a stop order suspending the effectiveness of any registration statement with respect to Registrable Securities or the initiation of proceedings with respect to such registration statement under Section 8(d) or 8(e) of the Securities Act; (iv) if the Company believes that any such registration or offering (A) should not be undertaken because it would reasonably be expected to materially interfere with any material corporate development or plan or (B) would require the Company, under applicable securities laws and other laws, to make disclosure of material nonpublic information that would not otherwise be required to be disclosed at that time and the Company believes in good faith that such disclosures at that time would not be in the Company's best interests; provided that this exception (B) shall continue to apply only during the time that such material nonpublic information has not been disclosed and remains material; (v) if the Company elects at such time to offer Common Interests to (1) fund a merger, third-party tender offer or other business combination, acquisition of assets or similar transaction or (2) meet rating agency and other capital funding requirements; (vi) if the Company is pursuing a primary underwritten offering of Common Interests pursuant to a registration statement; provided that Holders shall have Piggyback Registration rights with respect to such primary underwritten offering in accordance with and subject to the restrictions set forth in Section 2(c) of this Annex I or (vii) if any other material development would materially and adversely interfere with any such Demand Registration or Shelf Registration (any such period, a "Suspension Period"); provided, however, that in such event, the Initiating Holders will be entitled to withdraw any request for a Demand Registration and, if such request is withdrawn, such Demand Registration will not count as a Demand Registration; and provided, further, that in no event shall the Company declare a Suspension Period more than twice in any twelve (12) month period or for more than an aggregate of ninety (90) days in any twelve (12) month period. The Company shall give written notice to the Holders of its declaration of a Suspension Period and of the expiration of the relevant Suspension Period.

(f) The Company may require each Holder of Registrable Securities as to which any Registration Statement is being filed or sale is being effected to furnish to the Company such information regarding the distribution of such securities and such other information relating to such Holder and its ownership of Registrable Securities as the Company may from time to time reasonably request in writing (provided that such information shall be used only in connection with such registration) and the Company may exclude from such registration or sale the Registrable Securities of any such Holder who fails to furnish such information within a reasonable time after receiving such request. Each Holder agrees to furnish such information to the Company and to cooperate with the Company as reasonably necessary to enable the Company to comply with the provisions of this Annex I.

(g) All registration rights granted under this Section 2 shall continue to be applicable with respect to any Holder until such Holder no longer holds any Registrable Securities.

(h) Notwithstanding anything to the contrary contained herein, (i) no Holder shall be entitled to any piggyback right or to participate as a Demand Eligible Holder under this Section 2 in the event of a Block Sale (including Block Sales off of a Shelf; provided that any registration with respect to a Block Sale shall not constitute a Demand Registration for purposes of determining the number of

Demand Registrations effected by the Company under Section 2(b)(ii) of this Annex I) except as set forth in Section 2(h)(iii) below, (ii) no Holder, other than an Affiliated Holder, shall be permitted to request or participate in an underwritten offering (including an Underwritten Shelf Takedown) that is a Block Sale and (iii) an Affiliated Holder effecting an underwritten offering (including an Underwritten Shelf Takedown) that is a Block Sale shall provide prompt notice (but in no event later than twenty-four (24) hours prior to such Block Sale) to the Company and any other Affiliated Holder setting forth the proposed timeline for such offering to permit participation by such other Affiliated Holder in such offering, and such other Affiliated Holder shall be entitled to participate in such offering so long as such participation of such other Affiliated Holder does not materially delay the proposed timeline of such Block Sale specified in the notice.

(i) Following the Registration Date, the Company, in connection with any action taken under this Annex I, may, in good faith, reasonably request in writing from any Holder the number of Registrable Securities held by such Holder, and any Holder receiving such a written request shall provide the duly requested information to the Company as promptly as is reasonably practicable.

3. Registration Procedures. The procedures to be followed by the Company and each participating Holder to register the sale of Registrable Securities pursuant to a Registration Statement in accordance with this Annex I, and the respective rights and obligations of the Company and such Holders with respect to the preparation, filing and effectiveness of such Registration Statement, are as follows:

(a) The Company will (i) prepare and file a Registration Statement or a prospectus supplement, as applicable, with the SEC (within the time period specified in Section 2(a) or Section 2(b) of this Annex I, as applicable, in the case of a Shelf Registration, an Underwritten Shelf Takedown or a Demand Registration) which Registration Statement (A) shall be on a form selected by the Company for which the Company qualifies, (B) shall be available for the sale or exchange of the Registrable Securities in accordance with the intended method or methods of distribution, in the case of a Demand Registration Statement, a Shelf or an Underwritten Shelf Takedown, and (C) shall comply as to form in all material respects with the requirements of the applicable form and include and/or incorporate by reference all financial statements required by the SEC to be filed therewith, (ii) use its reasonable best efforts to cause such Registration Statement to become effective and remain effective for the periods provided under Section 2(a) or Section 2(b) of this Annex I, as applicable, in the case of a Shelf Registration Statement or a Demand Registration Statement, respectively, (iii) use its reasonable best efforts to prevent the occurrence of any event that would cause a Registration Statement to contain a material misstatement or omission or to be not effective and usable for resale of the Registrable Securities registered pursuant thereto (during the period that such Registration Statement is required to be effective as provided under Section 2(a) or Section 2(b) of this Annex I), and (iv) cause each Registration Statement and the related Prospectus and any amendment or supplement thereto, as of the effective date of such Registration Statement, amendment or supplement (A) to comply in all material respects with any requirements of the Securities Act and the rules and regulations of the SEC and (B) not to contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading. The Company will, (1) at least five (5) Business Days prior to the anticipated filing of a Registration Statement or any related Prospectus or any amendment or supplement thereto furnish to such Holders and the managing underwriter or underwriters of an underwritten offering of Registrable Securities, if applicable, copies of all such documents proposed to be filed, (2) use its reasonable best efforts to address in each such document prior to being so filed with the SEC such comments as such Holder or underwriter reasonably shall propose within three (3) Business Days of receipt of such copies by the Holders and (3) not file any Registration Statement or any related Prospectus or any amendment or supplement thereto to which a participating Holder reasonably objects.

(b) The Company will use its reasonable best efforts to, as promptly as reasonably

practicable (i) prepare and file with the SEC such amendments, including post-effective amendments, and supplements to each Registration Statement and the Prospectus used in connection therewith as (A) may be reasonably requested by any Holder of Registrable Securities covered by such Registration Statement necessary to permit such Holder to sell in accordance with its intended method of distribution or (B) may be necessary under applicable law to keep such Registration Statement continuously effective with respect to the disposition of all Registrable Securities covered thereby for the periods provided under Section 2(a) or Section 2(b) of this Annex I, as applicable, in accordance with the intended method of distribution and, subject to the limitations contained in this Annex I, prepare and file with the SEC such additional Registration Statements in order to register for resale under the Securities Act all of the Registrable Securities held by the Holders, (ii) cause the related Prospectus to be amended or supplemented by any required prospectus supplement and, as so supplemented or amended, to be filed pursuant to Rule 424, (iii) respond to any comments received from the SEC with respect to each Registration Statement or Prospectus or any amendment thereto and (iv) as promptly as reasonably practicable, provide such Holders true and complete copies of all correspondence from and to the SEC relating to such Registration Statement or Prospectus other than any comments that the Company determines in good faith would result in the disclosure to such Holders of material and non-public information concerning the Company that is not already in the possession of such Holder.

(c) The Company will comply in all material respects with the provisions of the Securities Act and the Exchange Act (including Regulation M under the Exchange Act) with respect to each Registration Statement and the disposition of all Registrable Securities covered by each Registration Statement.

(d) The Company will notify such Holders that, to its knowledge, hold Registrable Securities and the managing underwriter or underwriters of an underwritten offering of Registrable Securities, if applicable, as promptly as reasonably practicable: (i)(A) when a Registration Statement, any pre-effective amendment, any Prospectus or any prospectus supplement or post-effective amendment to a Registration Statement or any free writing prospectus is proposed to be filed, (B) when the SEC notifies the Company whether there will be a “review” of such Registration Statement and whenever the SEC comments on such Registration Statement (in which case the Company shall provide true and complete copies thereof and all written responses thereto to each Holder and underwriter, if applicable, other than information which the Company determines in good faith would constitute material and non-public information that is not already in the possession of such Holder) and (C) with respect to each Registration Statement or any post-effective amendment thereto, when the same has been declared effective; (ii) of any request by the SEC or any other federal or state governmental or regulatory authority for amendments or supplements to a Registration Statement or Prospectus or for additional information (whether before or after the effective date of the Registration Statement) or any other correspondence with the SEC or any such authority relating to, or which may affect, the Registration Statement; (iii) of the issuance by the SEC or any other governmental or regulatory authority of any stop order, injunction or other order or requirement suspending the effectiveness of a Registration Statement covering any or all of the Registrable Securities or the initiation of any Proceedings for that purpose; (iv) of the receipt by the Company of any notification with respect to the suspension of the qualification or exemption from qualification of any of the Registrable Securities for sale in any jurisdiction, or the initiation or threatening of any Proceeding for such purpose; (v) if, at any time, to the Company’s knowledge, the representations and warranties of the Company in any applicable underwriting agreement or similar agreement cease to be true and correct in all material respects or (vi) of the occurrence of any event that makes any statement made in such Registration Statement or Prospectus or any document incorporated or deemed to be incorporated therein by reference untrue in any material respect or if, as a result of such event or the passage of time, such Registration Statement, Prospectus or other documents requires revisions so that, in the case of such Registration Statement or the Prospectus, as the case may be, it will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary

to make the statements therein (in the case of the Prospectus, in light of the circumstances under which they were made) not misleading, or when any Issuer Free Writing Prospectus includes information that may conflict with the information contained in the Registration Statement or Prospectus, or if, for any other reason, it shall be necessary during such time period to amend or supplement such Registration Statement or Prospectus in order to comply with the Securities Act, which shall correct such misstatement or omission or effect such compliance.

(e) The Company will use its reasonable best efforts to avoid the issuance of or, if issued, obtain the withdrawal of (i) any stop order or other order suspending the effectiveness of a Registration Statement or the use of any Prospectus or (ii) any suspension of the qualification (or exemption from qualification) of any of the Registrable Securities for sale in any jurisdiction, at the earliest practicable moment, or if any such order or suspension is made effective during any Suspension Period, at the earliest practicable moment after the Suspension Period is over.

(f) During the Effectiveness Period or the Shelf Period, as applicable, the Company will furnish to each Holder and the managing underwriter or underwriters of an underwritten offering of Registrable Securities, if applicable, upon their request, without charge, at least one (1) conformed copy of each Registration Statement and each amendment thereto and all exhibits to the extent requested by such Holder or underwriter (including those incorporated by reference) promptly after the filing of such documents with the SEC.

(g) The Company will promptly deliver to each Holder and the managing underwriter or underwriters of an underwritten offering of Registrable Securities, if applicable, without charge, as many copies of each Prospectus or Prospectuses (including each form of prospectus) and each amendment or supplement thereto as such Holder or underwriter may reasonably request in order to facilitate the disposition of the Registrable Securities by such Holder or underwriter. The Company consents to the use of such Prospectus and each amendment or supplement thereto by each of the selling Holders and any applicable underwriter in connection with the offering and sale of the Registrable Securities covered by such Prospectus and any amendment or supplement thereto. The Company will use its reasonable best efforts to (i) register or qualify the Registrable Securities covered by a Registration Statement, no later than the time such Registration Statement is declared effective by the SEC, under all applicable securities laws (including the “blue sky” laws) of such jurisdictions each underwriter, if any, or any Holder shall reasonably request; (ii) keep each such registration or qualification effective during the period such Registration Statement is required to be kept effective under the terms of this Annex I and (iii) do any and all other acts and things which may be reasonably necessary or advisable to enable such underwriter, if any, and each Holder to consummate the disposition in each such jurisdictions of the Registrable Securities covered by such Registration Statement; provided, however, that the Company will not be required to (A) qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify but for this subparagraph, (B) subject itself to taxation in any such jurisdiction or (C) consent to general service of process (other than service of process in connection with such registration or qualification or any sale of Registrable Securities in connection therewith) in any such jurisdiction.

(h) The Company will cooperate with each Holder and the underwriter or managing underwriter of an underwritten offering of Registrable Securities, if applicable, to facilitate the timely preparation and delivery of certificates representing Registrable Securities to be delivered to a transferee pursuant to a Registration Statement, which certificates shall be free of all restrictive legends indicating that the Registrable Securities are unregistered or unqualified for resale under the Securities Act, Exchange Act or other applicable securities laws, and to enable such Registrable Securities to be in such denominations and registered in such names as each Holder or the underwriter or managing underwriter of an underwritten offering of Registrable Securities, if any, may request in writing. In connection therewith, if required by the Company’s transfer agent, the Company will promptly, after the effective date of the Registration Statement, cause an opinion of counsel as to the effectiveness of the

Registration Statement to be delivered to and maintained with such transfer agent, together with any other authorizations, certificates and directions required by the transfer agent which authorize and direct the transfer agent to issue such Registrable Securities without any such legend upon sale by the Holder or the underwriter or managing underwriter of an underwritten offering of Registrable Securities, if any, of such Registrable Securities under the Registration Statement.

(i) Upon the occurrence of any event contemplated by Section 3(d)(vi) of this Annex I, as promptly as reasonably practicable, the Company will prepare a supplement or amendment, including a post-effective amendment, if required by applicable law, to the affected Registration Statement or a supplement to the related Prospectus or any document incorporated or deemed to be incorporated therein by reference or to the applicable Issuer Free Writing Prospectus, and file any other required document so that, as thereafter delivered, no Registration Statement nor any Prospectus will contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein (in the case of a Prospectus, in light of the circumstances under which they were made) not misleading and no Issuer Free Writing Prospectus will include information that conflicts with information contained in the Registration Statement or Prospectus and such that each selling Holder can resume disposition of such Registrable Securities covered by such Registration Statement or Prospectus.

(j) Such Holders may distribute the Registrable Securities by means of an underwritten offering; provided that (i) such Holders provide to the Company a Shelf Takedown Notice or Demand Notice of their intention to distribute Registrable Securities by means of an underwritten offering, (ii) the right of any Holder to include such Holder's Registrable Securities in such registration shall be conditioned upon such Holder's participation in such underwriting and the inclusion of such Holder's Registrable Securities in the underwriting to the extent provided herein, (iii) each Holder participating in such underwritten offering agrees to enter into an underwriting agreement in customary form and sell such Holder's Registrable Securities on the basis provided in any underwriting arrangements approved by the Holders entitled to select the managing underwriter or managing underwriters hereunder (provided that any such Holder shall not be required to make any representations or warranties to or agreements with the Company or the underwriters other than representations, warranties, agreements and indemnities regarding such Holder, such Holder's title to the Registrable Securities, such Holder's intended method of distribution, the accuracy of information concerning such Holder as provided by or on behalf of such Holder, and any other representations required to be made by the Holder under applicable law, and the aggregate amount of the liability of such Holder in connection with such offering shall not exceed such Holder's net proceeds from the disposition of such Holder's Registrable Securities in such offering) and (iv) each Holder participating in such underwritten offering completes and executes all questionnaires, powers of attorney, custody agreements and other documents reasonably required under the terms of such underwriting arrangements. The Company hereby agrees with each Holder that, in connection with any underwritten offering in accordance with the terms hereof, it will negotiate in good faith and execute all indemnities, underwriting agreements and other documents reasonably required under the terms of such underwriting arrangements, and will procure auditor "comfort" letters addressed to the underwriters in the offering from the Company's independent certified public accountants or independent auditors (and, if necessary, any other independent certified public accountants or independent auditors of any subsidiary of the Company or any business acquired by the Company for which financial statements and financial data are, or are required to be, included in the Registration Statement) in customary form and covering such matters of the type customarily covered by comfort letters as the underwriters reasonably request, dated the date of execution of the underwriting agreement and brought down to the closing under the underwriting agreement.

(k) The Company will obtain for delivery to the underwriter or underwriters of an underwritten offering of Registrable Securities, an opinion or opinions from counsel for the Company

(including any local counsel reasonably requested by the underwriters) dated the most recent effective date of the Registration Statement or, in the event of an underwritten offering, the date of the closing under the underwriting agreement, in customary form, scope and substance, covering the matters customarily covered in opinions requested in sales of securities or underwritten offerings, which opinions shall be reasonably satisfactory to such underwriters and its counsel.

(l) For a reasonable period prior to the filing of any Registration Statement and throughout the Effectiveness Period or the Shelf Period, as applicable, the Company will make available upon reasonable notice at the Company's principal place of business or such other reasonable place for inspection by a representative appointed by a majority of the Holders covered by the applicable Registration Statement, by any managing underwriter or managing underwriters selected in accordance with this Annex I and by any attorney, accountant or other agent retained by such Holders or underwriter, such financial and other information and books and records of the Company, and cause the officers, employees, counsel and independent certified public accountants of the Company to respond to such inquiries, as shall be reasonably necessary (and in the case of counsel, not violate an attorney-client privilege in such counsel's reasonable belief) to conduct a reasonable investigation within the meaning of Section 11 of the Securities Act.

(m) The Company will (i) provide and cause to be maintained a transfer agent and registrar for all Registrable Securities covered by the applicable Registration Statement from and after a date not later than the effective date of such Registration Statement and provide and enter into any reasonable agreements with a custodian for the Registrable Securities and (ii) not later than the effective date of the applicable Registration Statement, provide a CUSIP number for all Registrable Securities.

(n) The Company will cooperate with each Holder of Registrable Securities and each underwriter or agent participating in the disposition of Registrable Securities and their respective counsel in connection with any filings required to be made with FINRA and in performance of any due diligence investigations by any underwriter.

(o) The Company will use its reasonable best efforts to comply with all applicable rules and regulations of the SEC, any securities exchange on which the Company's securities are listed, FINRA and any state securities authority, and make available to each Holder, as soon as reasonably practicable after the effective date of the Registration Statement, an earnings statement covering at least twelve (12) months which shall satisfy the provisions of Section 11(a) of the Securities Act and Rule 158.

(p) The Company will use its reasonable best efforts to ensure that any Issuer Free Writing Prospectus utilized in connection with any Prospectus complies in all material respects with the Securities Act, is filed in accordance with the Securities Act to the extent required thereby, is retained in accordance with the Securities Act to the extent required thereby and, when taken together with the related Prospectus, will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(q) In connection with any registration of Registrable Securities pursuant to this Annex I, the Company will use its reasonable best efforts to expedite or facilitate the disposition of Registrable Securities by such Holders, including using reasonable best efforts to cause appropriate officers and employees to be available, on a customary basis and upon reasonable advance notice, to meet with prospective investors in presentations, meetings and road shows but not in connection with more than four offerings in any twelve (12) months.

(r) Following the listing of the Common Interests on the NYSE or NASDAQ or any successor national securities exchange, the Company will use its reasonable best efforts to maintain such listing until each Holder has sold all of its Registrable Securities.

4. Registration Expenses. The Company shall bear all reasonable Registration Expenses in connection with any Demand Registration, Shelf Registration, Shelf Takedown Notice or Piggyback Registration (excluding any Selling Expenses), whether or not any Registrable Securities are sold pursuant to a Registration Statement.

(a) "Registration Expenses" shall include, without limitation, (i) all registration, qualification and filing fees and expenses (including fees and expenses (A) of the SEC or FINRA, incurred in connection with the listing of the Registrable Securities on the Trading Market and in compliance with applicable state securities or "blue sky" laws (including reasonable documented fees and disbursements of counsel for the underwriters in connection with "blue sky" qualifications of the Registrable Securities)); (ii) printing expenses (including expenses of printing certificates for the Company's shares and of printing prospectuses); (iii) road show expenses of the Company and the underwriters, if any; (iv) messenger, telephone and delivery expenses; (v) reasonable documented fees and disbursements of counsel (including any local counsel), auditors and accountants for the Company (including the expenses incurred in connection with "comfort letters" required by or incident to such performance and compliance); (vi) the reasonable documented fees and disbursements of underwriters to the extent customarily paid by issuers or sellers of securities (including, if applicable, the fees and expenses of any "qualified independent underwriter" (and its counsel) that is required to be retained in accordance with the rules and regulations of FINRA); (vii) fees and expenses of any special experts retained by the Company; (viii) Securities Act liability insurance, if the Company so desires such insurance, and (ix) reasonable documented fees and disbursements of one counsel (along with any reasonably necessary local counsel) representing all Holders mutually agreed by Holders of a majority of the Registrable Securities participating in the related registration. In addition, the Company shall be responsible for all of its expenses incurred in connection with the consummation of the transactions contemplated by this Annex I (including expenses payable to third parties and including all salaries and expenses of the Company's officers and employees performing legal or accounting duties), the expense of any annual audit, the expense of any liability insurance it determines to obtain and any underwriting fees, discounts, selling commissions and stock transfer taxes and related legal and other fees applicable to securities sold by the Company and in respect of which proceeds are received by the Company. Each Holder shall pay any Selling Expenses applicable to the sale or disposition of such Holder's Registrable Securities pursuant to any Demand Registration Statement or Piggyback Registration Statement, or pursuant to any Shelf under which such selling Holder's Registrable Securities were sold, in proportion to the amount of such selling Holder's shares of Registrable Securities sold in any offering under such Demand Registration Statement, Piggyback Registration Statement or Shelf.

(b) Notwithstanding anything to the contrary contained herein, the Company shall have no obligation to pay any underwriting discounts or selling commissions attributable to the Registrable Securities being sold by the Holders, which underwriting discounts or selling commissions shall be borne by the selling Holders, pro rata in proportion to the respective amount of Registrable Securities each is selling in such offering.

5. Indemnification.

(a) If requested by a participating Holder, the Company shall indemnify and hold harmless each underwriter, if any, engaged in connection with any registration referred to in Section 2 of this Annex I and provide representations, covenants, opinions and other assurances to such underwriter in form and substance reasonably satisfactory to such underwriter and the Company. Further, the Company shall indemnify and hold harmless each Holder, its Affiliates and each of their respective officers and directors and any Person who controls any such Holder (within the meaning of the Securities Act) and any agent thereof (collectively, "Indemnified Persons"), to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, liabilities, joint or several, costs (including reasonable costs of preparation and reasonable attorneys' fees) and expenses, judgments,

finances, penalties, interest, settlements or other amounts, in each case to the extent, but only to the extent, arising from any and all claims, demands, actions, suits or proceedings, whether civil, criminal, administrative or investigative, in which any Indemnified Person may be involved, or is threatened to be involved, as a party or otherwise, under the Securities Act or otherwise (collectively, "Losses"), as incurred, arising out of, based upon, resulting from or relating to (i) any untrue or alleged untrue statement of a material fact contained in any Registration Statement under which any Registrable Securities were registered, Prospectus (including in any preliminary prospectus (if used prior to the effective date of such Registration Statement)), or in any summary or final prospectus or free writing prospectus or in any amendment or supplement thereto or in any documents incorporated by reference in any of the foregoing or (ii) the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements made therein (in the case of a Prospectus or preliminary Prospectus, in light of the circumstances under which they were made), not misleading; provided, however, that the Company shall not be liable to any Indemnified Person to the extent that any such Losses arise out of, are based upon or result from an untrue or alleged untrue statement or omission or alleged omission made in such Registration Statement, such preliminary, summary or final prospectus or free writing prospectus or such amendment or supplement, in reliance upon and in conformity with written information furnished to the Company by or on behalf of such Indemnified Person specifically for use in the preparation thereof.

(b) In connection with any Registration Statement filed by the Company pursuant to Section 2 of this Annex I in which a Holder has registered for sale its Registrable Securities, each such selling Holder agrees (severally and not jointly) to indemnify and hold harmless, to the fullest extent permitted by law, the Company, its directors and officers, each Person who controls the Company (within the meaning of the Securities Act or the Exchange Act) and each underwriter, if any, from and against any Losses resulting from (i) any untrue statement of a material fact in any Registration Statement under which such Registrable Securities were registered or sold under the Securities Act (including any final, preliminary or summary Prospectus contained therein or any amendment thereof or supplement thereto or any documents incorporated by reference therein) or (ii) any omission to state therein a material fact required to be stated therein or necessary to make the statements therein (in the case of a Prospectus or preliminary Prospectus, in light of the circumstances under which they were made) not misleading, in each case to the extent, but only to the extent, that such untrue statement or omission is contained in any information furnished in writing by or on behalf of such selling Holder to the Company specifically for inclusion in such Registration Statement or Prospectus. In no event shall the liability of any selling Holder hereunder be greater in amount than the dollar amount of the net proceeds received by such Holder under the sale of Registrable Securities giving rise to such indemnification obligation less any amounts paid by such Holder pursuant to Section 5(d) of this Annex I and any amounts paid by such Holder as a result of liabilities incurred under the underwriting agreement, if any, related to such sale. The underwriter for any underwritten offer shall provide the Company and any selling Holder with customary indemnifications and agree to contribution.

(c) Any indemnified Person shall (i) give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification; provided that any delay or failure to so notify the indemnifying party shall not relieve the indemnifying party of its obligations hereunder except to the extent, if at all, that it is actually and materially prejudiced by reason of such delay or failure and (ii) permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party; provided, however, that any indemnified Person shall have the right to select and employ separate counsel and to participate in the defense of such claim, but the fees and expenses of such counsel shall be at the expense of such indemnified Person unless (A) the indemnifying party has agreed in writing to pay such fees or expenses, (B) the indemnifying party shall have failed to assume the defense of such claim within a reasonable time after receipt of notice of such claim from the indemnified Person and employ counsel reasonably satisfactory to such indemnified Person, (C) the indemnified party has reasonably concluded (based upon advice of its counsel) that there

may be legal defenses available to it or other indemnified Persons that are different from or in addition to those available to the indemnifying party or (D) in the reasonable judgment of any such indemnified Person (based upon advice of its counsel) a conflict of interest may exist between such indemnified Person and the indemnifying party with respect to such claims (in which case, if the indemnified Person notifies the indemnifying party in writing that such indemnified Person elects to employ separate counsel at the expense of the indemnifying party, the indemnifying party shall not have the right to assume the defense of such claim on behalf of such indemnified Person). If the indemnifying party assumes the defense, the indemnifying party shall not have the right to settle such action without the consent of the indemnified Person. If such defense is not assumed by the indemnifying party, the indemnifying party will not be subject to any liability for any settlement made without its prior written consent, but such consent may not be unreasonably delayed, withheld or conditioned. It is understood that the indemnifying party or parties shall not, except as specifically set forth in this Section 5(c), in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the reasonable fees, disbursements or other charges of more than one separate firm admitted to practice in such jurisdiction at any one time.

(d) If for any reason the indemnification provided for in Section 5(a) and Section 5(b) of this Annex I is unavailable to an indemnified Person (other than as a result of exceptions contained in Section 5(a) and Section 5(b) of this Annex I) or insufficient in respect of any Losses referred to therein, then the indemnifying party shall contribute to the amount paid or payable by the indemnified Person as a result of such Losses in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and the indemnified Person or Persons on the other hand in connection with the acts, statements or omissions that resulted in such Losses, as well as any other relevant equitable considerations. In connection with any Registration Statement filed with the SEC by the Company, the relative fault of the indemnifying party on the one hand and the indemnified Person on the other hand shall be determined by reference to, among other things, whether any untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the indemnifying party or by the indemnified Person and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The parties hereto agree that it would not be just or equitable if contribution pursuant to this Section 5(d) were determined by pro rata allocation or by any other method of allocation that does not take account of the equitable considerations referred to in this Section 5(d). No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation. The amount paid or payable by an indemnified Person as a result of the Losses referred to in Section 5(a) and Section 5(b) of this Annex I shall be deemed to include, subject to the limitations set forth above, any legal or other expenses reasonably incurred by such indemnified Person in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 5(d), in connection with any Registration Statement filed by the Company, a selling Holder shall not be required to contribute any amount in excess of the dollar amount of the net proceeds received by such Holder from the sale of Registrable Securities giving rise to such contribution obligation less any amounts paid by such Holder pursuant to Section 5(b) of this Annex I and any amounts paid by such Holder as a result of liabilities incurred under the underwriting agreement, if any, related to such sale. If indemnification is available under this Section 5, the indemnifying parties shall indemnify each indemnified Person to the full extent provided in Section 5(a) and Section 5(b) of this Annex I without regard to the provisions of this Section 5(d).

(e) The remedies provided for in this Section 5 are not exclusive and shall not limit any rights or remedies which may otherwise be available to any indemnified party at law or in equity.

6. Facilitation of Sales Pursuant to Rule 144 and Rule 144A. The Company shall (a) to the extent it shall be required to do so under the Exchange Act, use its reasonable best efforts to timely

file the reports required to be filed by it under the Exchange Act or the Securities Act and the rules adopted by the SEC thereunder (including the reports under Sections 13 and 15(d) of the Exchange Act referred to in subparagraph (c)(1) of Rule 144), and (b) take such further action as any Holder may reasonably request and make available information necessary to comply with Rule 144 and Rule 144A, all to the extent required from time to time to enable the Holders to sell Registrable Securities without registration under the Securities Act within the limitations of the exemption provided by Rule 144 and 144A. Upon the written request of any Holder in connection with that Holder's sale pursuant to Rule 144 or Rule 144A, the Company shall deliver to such Holder a written statement as to whether it has complied with such requirements.

7. Company Undertakings. In furtherance of the registration provisions set forth herein intended to facilitate the sale of Common Interests by the Holders, the Company shall furnish to each Holder (a) within ninety (90) days of the end of each fiscal year (or such longer period as may be permitted by Rule 12b-25 of the Exchange Act), annual audited financial statements for such fiscal year and (b) within forty-five (45) days of the end of each of the first three fiscal quarters of every fiscal year (or such longer period as may be permitted by Rule 12b-25 of the Exchange Act), unaudited financial statements for the interim period as of, and for the period ending on, the end of such fiscal quarter, in each case to be prepared on a basis substantially consistent with then applicable SEC. Notwithstanding the foregoing, the Company will be deemed to have furnished such reports referred to above to the Holders if the Company has filed such reports with the SEC via the EDGAR filing system and such reports are publicly available

8. Discontinued Disposition. Each Holder agrees by its acquisition of Registrable Securities that, upon receipt of a notice from the Company of the occurrence of any event of the kind described in clauses (ii) through (iv) and (vi) of Section 3(d) of this Annex I or the occurrence of a Suspension Period, such Holder will forthwith discontinue disposition of such Registrable Securities under the Registration Statement until such Holder's receipt of the copies of the supplemental Prospectus or amended Registration Statement or until it is advised in writing by the Company that the use of the applicable Prospectus may be resumed, and, in either case, has received copies of any additional or supplemental filings that are incorporated or deemed to be incorporated by reference in such Prospectus or Registration Statement. The Company may provide appropriate stop orders to enforce the provisions of this Section 8. In the event the Company shall give any such notice, the period during which the applicable Registration Statement is required to be maintained effective shall be extended by the number of days during the period from and including the date of the giving of such notice to and including the date when each seller of Registrable Securities covered by such Registration Statement either receives the copies of the supplemented or amended Prospectus or is advised in writing by the Company that the use of the Prospectus may be resumed.

Exhibit A
Certificate of Formation

See attached.

Exhibit B

Name and Notice Information of Members, Number of Common Interests; Number of Nexus Incentive Interests; and Percentage Interests

Last Updated: [●]

Name of Member	Notice Information	Number of Common Interests	Number of Nexus Incentive Interests	Percentage Interest
[●]				

Exhibit C
Capital Contributions

Name of Member		Total Initial Capital Contributions	Additional Capital Contributions
[•]		\$ [•]	\$[•]

Exhibit D
Form of Joinder Agreement

This Joinder Agreement (this “Joinder Agreement”) is made as of [_____, 20__] by the undersigned (the “Transferee”) in accordance with the Amended and Restated Limited Liability Company Agreement of [Reorganized Careismatic Brands, LLC], dated as of [●] (as the same may be amended from time to time in accordance with its terms, the “LLC Agreement”). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the LLC Agreement.

The Transferee hereby acknowledges, agrees and confirms that, by its execution of this Joinder Agreement, it shall become a party to the LLC Agreement and shall be fully bound by and subject to, all of the covenants, terms and conditions of the LLC Agreement as though an original party thereto and shall be deemed and is hereby admitted as, a Member for all purposes thereof and entitled to all the rights incidental thereto, as of the date first written above.

The Transferee hereby makes the representations and warranties of a Member set forth in the LLC Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement as of the date first written above and hereby authorizes this signature page to be attached to a counterpart of the LLC Agreement.

[TRANSFEREE]

By: _____
Name:
Title:

Exhibit E
Form of Warrant

[To be attached].

**Schedule I
Competitors**

[Barco Uniforms
Fabletics
FIGS
Hanesbrands
Headwaters
Jaanu
Kindthreads
Partners Group
Superior Group of Companies]

Exhibit A-1

Redline to New Organizational Documents Filed May 16, 2024

AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

OF

[REORGANIZED CAREISMATIC BRANDS, LLC]

Dated as of [●]

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ANNEX I REGISTRATION RIGHTS

SCHEDULE I COMPETITORS

SCHEDULE II BOARD OF DIRECTORS

EXHIBIT A	CERTIFICATE OF FORMATION
EXHIBIT B	INTERESTS OF MEMBERS
EXHIBIT C	CAPITAL CONTRIBUTIONS
EXHIBIT D	FORM OF JOINDER AGREEMENT
<u>EXHIBIT E</u>	<u>FORM OF WARRANT</u>

AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT
OF REORGANIZED CAREISMATIC BRANDS, LLC

This Amended and Restated Limited Liability Company Agreement of [Reorganized Careismatic Brands, LLC] (the “Company”) is made as of [●], 2024 (the “Effective Date”), by and among the Members listed on the signature pages hereto. Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in Section 1.1.

Recitals

WHEREAS, on [●], the Company was formed as a limited liability company pursuant to the Act, by causing to be filed a Certificate of Formation of the Company, attached hereto as Exhibit A (the “Certificate”), with the office of the Secretary of State of the State of Delaware;

WHEREAS, [●] is party to the limited liability company agreement of the Company, dated as of [●] (the “Original Agreement”);

WHEREAS, Careismatic Brands, LLC, along with each of its Affiliates (the “Debtors”), commenced voluntary reorganization cases (the “Chapter 11 Cases”) under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101-1532 in the United States Bankruptcy Court, District of New Jersey, pursuant to a Restructuring Support Agreement by and between the Debtors and certain Holders of Allowed First Lien Claims, filed January 23, 2024 (the “RSA”), which sets forth the plan of reorganization (the “Plan”);

WHEREAS, the Company was formed for the purpose of reorganizing Careismatic Brands, LLC and its affiliates, and in connection therewith and pursuant to the Plan and the Confirmation Order (as applicable), on the “Effective Date” under the Plan (i) the Holders of Allowed First Lien Claims will receive common equity in [Reorganized Careismatic Brands Grandparent, LLC] (the “Grandparent Equity”) and immediately thereafter pursuant to the Plan, the Holders of Allowed First Lien Claims will ~~acquire~~ contribute the Grandparent Equity to this Company in exchange for Common Interests, and (ii) the Holders of Second Lien Claims will receive warrants to purchase Grandparent Equity (the “Grandparent Warrants”), and immediately thereafter pursuant to the Plan, the Holders of Second Lien Claims will contribute the Grandparent Warrants to the Company, and in exchange, the Company will issue warrants in the form attached hereto as Exhibit E to the Holders of Second Lien Claims (the “Warrants”) that entitle the holders thereof to acquire an additional eight and one half percent (8.5%) of the Common Interests, in the aggregate, exercisable at a share price that assumes a transaction enterprise value of \$818,000,000 (collectively, the “Transaction”); ~~and~~

WHEREAS, the Company and the Members desires to amend and restate the Original Agreement in its entirety, and pursuant to the Plan, this Agreement shall become effective as of the date hereof.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Members hereby agree as follows:

Article I
Defined Terms

1.1 Definitions. The following terms shall have the following meanings as used in this Agreement:

“Accelerated Acquirer” shall have the meaning set forth in Section 5.6(g).

“Act” shall mean the Delaware Limited Liability Company Act, 6 Del. C. § 18-101 et seq., as amended and in effect from time to time and any successor statute.

“Additional Capital Contribution” shall have the meaning set forth in Section 3.2(a).

“Adjusted Capital Account” means, with respect to any Member, the balance in such Member’s Capital Account as of the end of the relevant Fiscal Year or portion thereof, after:

(a) crediting to such Capital Account any amounts that such Member is obligated to restore to the Company pursuant to the terms of this Agreement or is deemed to be obligated to restore pursuant to the penultimate sentences of Regulation § 1.704-2(g)(1) and (i)(5); and

(b) debiting from such Capital Account the items described in Regulation § 1.704-1(b)(2)(ii)(d)(4), (5), and (6).

The foregoing definition of “Adjusted Capital Account” is intended to comply with the provisions of Regulation § 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

“Affiliate” shall mean, with respect to a specified Person, a Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the Person specified, including a Related Fund of such Person; provided that for purposes of this Agreement, no Member shall be deemed an Affiliate of the Company or any of its Subsidiaries. For purposes of this definition, the term “control” (including the terms “controlling”, “controlled by” and “under common control with”) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise. For purposes of this Agreement, Jefferies LLC and its Affiliates shall be deemed to be Affiliates of Jefferies Finance LLC and its Affiliates.

“Agreement” shall mean this Limited Liability Company Operating Agreement, including all annexes and exhibits hereto, as amended, restated or supplemented from time to time in accordance with the terms hereof.

“Allocated Share” shall have the meaning set forth in Section 5.7(a).

“Available Cash” at the time of any proposed distribution shall mean the excess, as determined by the Board, of (a) all unrestricted cash and cash equivalents then held by the Company to the extent not otherwise required to pay the Company’s expenses that have then accrued and are due and owing and all outstanding and unpaid current obligations of the Company as of such time over (b) the amount of reserves established by the Company in accordance with Section 4.3.

“Award Agreement” means any agreement that the Company may enter into with any of its officers, directors, consultants or employees on or after the date hereof in connection with any management incentive plan approved by the Board and adopted in accordance with this Agreement pursuant to which the Company grants such individuals, directly or indirectly, interests in Management Incentive Interests.

“Banking Laws” shall mean ~~[●]~~all laws, statutes, rules, regulations, regulatory guidance, ordinances and other pronouncements having the effect of law applicable to a Regulated Holder, including the U.S. Bank Holding Company Act and its implementing regulations and rules, 12 U.S.C. § 1841 et seq.

“Bankruptcy” shall have the meaning ascribed thereto in Sections 18-101(1) and 18-304 of the Act.

“Barclays” shall mean ~~[Barclays Bank PLC]~~.

“Board” shall have the meaning set forth in Section 6.1(a).

“Business Day” shall mean any day other than a Saturday, Sunday or another day on which commercial banks in New York are required or permitted under applicable laws or regulations to close.

“Capital Account” means with respect to each Member the account established and maintained for such Member on the books of the Company in compliance with Regulation §§ 1.704-1(b)(2)(iv) and 1.704-2, as amended.

“Capital Contribution” shall mean, at any date, the amount of all capital contributions contributed by a Member to the Company in its capacity as such at or prior to such date, which may be in the form of cash or property.

“CEO Director” shall have the meaning set forth in Section 6.2(a).

“Certificate” shall have the meaning set forth in the recitals.

“Chairman” shall have the meaning set forth in Section 6.8(c).

“Chapter 11 Cases” shall have the meaning set forth in the recitals.

“Chief Executive Officer” shall mean the chief executive officer of the Company.

“Claim” has the meaning ascribed to it in section 101(5) of the Bankruptcy Code.

“Code” means the United States Internal Revenue Code of 1986, as amended.

“Common Director” shall have the meaning set forth in Section 6.3(a).

“Common Interests” shall mean the limited liability company interest(s) of a Member in the Company representing the rights of a Member to distributions (liquidating or otherwise) and any and all of the other benefits to which such Member may be entitled as provided in this Agreement and in the Act, together with the obligations of such Member to comply with all the provisions of this Agreement and of the Act, other than Incentive Interests.

“Company” shall have the meaning set forth in the preamble.

“Company Confidential Information” shall have the meaning set forth in Section 6.15.

“Company ROFO Notice” shall have the meaning set forth in Section 5.2(c).

“Company Undersubscription Notice” shall have the meaning set forth in Section 5.2(d).

“Compelled Members” shall have the meaning set forth in Section 5.4(a).

“Competitor” shall mean any Person set forth on Schedule I and its Affiliates, provided that Schedule I may be modified by the Board in good faith from time to time to add Persons who are engaged, whether directly or indirectly, in the business of selling clothing to retail consumers in North America or to remove Persons who are no longer engaged in such business; provided, further, that the Board may not modify Schedule I to add any Person who is a Member as of the Effective Date.

“Confirmation Order” shall have the meaning set forth in the Plan.

“Confirmation Date” means the date on which the Confirmation Order is entered.

“Consulting Agreement” shall mean that certain consulting agreement contemplated to be entered into by the Company or its Subsidiaries with Nexus or one of its Affiliates following the Effective Date.

“Conversion” shall have the meaning set forth in Section 3.7(d).

“Covered Persons” shall have the meaning set forth in Section 12.1(a).

“D&O Insurance Policy” shall have the meaning set forth in Section 12.1(d).

“Debt Exercise Notice” shall have the meaning set forth in Section 5.7(b).

“Debt Preemptive Rights Notice” shall have the meaning set forth in Section 5.7(a).

“Debt Right Holder” shall have the meaning set forth in Section 5.7(a).

“Debtors” shall have the meaning set forth in the recitals.

“Depreciation” means, for each Fiscal Year or other taxable period, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable for U.S. federal income tax purposes with respect to an asset for such Fiscal Year or other taxable period, except that (a) with respect to any asset the Gross Asset Value of which differs from its adjusted tax basis for U.S. federal income tax purposes at the beginning of such Fiscal Year or other taxable period and which difference is being eliminated by use of the “remedial allocation method” as defined by Regulation § 1.704-3(d), Depreciation for such Fiscal Year or other taxable period shall be the amount of book basis recovered for such Fiscal Year or other taxable period under the rules prescribed by Regulation § 1.704-3(d)(2), and (b) with respect to any other asset the Gross Asset Value of which differs from its adjusted tax basis for U.S. federal income tax purposes at the beginning of such Fiscal Year or other taxable period, Depreciation shall be an amount that bears the same ratio to such beginning Gross Asset Value as the U.S. federal income tax depreciation, amortization, or other cost recovery deduction allowable for such Fiscal Year or other taxable period bears to such beginning adjusted tax basis; provided, however, in the case of clause (b) above, if the adjusted tax basis for U.S. federal income tax purposes of an asset at the beginning of such Fiscal Year or other taxable period is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Board.

“Depreciation Recapture” means the portion of any gain from the disposition of an asset of the Company that, for U.S. federal income tax purposes, (a) is treated as ordinary income under Code

Section 1245, (b) is treated as ordinary income under Code Section 1250 or (c) is “unrecaptured section 1250 gain” as such term is defined in Code Section 1(h).

“Designated Individual” means the designated individual appointed by the Company pursuant to Regulation § 301.6223-1 (and any similar provision of state, local or foreign law).

“Designation Right” shall have the meaning set forth in Section 6.3(a).

“DIP Facility” shall have the meaning set forth in the Term Sheet.

“Director” shall have the meaning set forth in Section 6.1(a).

“Drag-Along Notice” shall have the meaning set forth in Section 5.4(b).

“Drag-Along Sale” shall have the meaning set forth in Section 5.4(a).

“Drag-Along Transaction” shall have the meaning set forth in Section 5.4(a).

“Effective Date” shall have the meaning set forth in the preamble.

“Effective Date Capital Contribution” shall mean an amount equal to the equity value of the Company as of the Effective Date.

“Exchange Act” shall mean the Securities Exchange Act of 1934, as amended and any successor statute and the rules and regulations of the SEC thereunder, in each case as in effect from time to time.

“Excluded Issuances” shall mean any issuance of any equity interests (including Common Interests and Incentive Interests) or any securities that are convertible into, or exercisable or exchangeable for, such equity interests or indebtedness (a) to Persons who are, or who are becoming, employees, managers, directors or consultants of the Company or any of its Subsidiaries in connection with the Consulting Agreement, an Award Agreement or any management incentive plans approved by the Board and adopted in accordance with this Agreement, and any equity interests issued thereunder, (b) as part of or in connection with any employee compensation, (c) as consideration for an acquisition, merger, joint venture or joint venture partnership or similar transaction duly approved by the Board; provided, however, that such acquisition, merger, joint venture, joint venture partnership or similar transaction is not with an Affiliate of the Company or any Related Fund of such Affiliate, (d) pursuant to conversion or exchange rights included in securities issued by the Company on or after the Effective Date that was made in accordance with this Agreement, (e) in connection with an equity interest split, division, dividend or similar transaction or reorganization to the extent (i) made *pro rata* with respect to all outstanding Common Interests and (ii) duly approved by the Board, (f) expressly contemplated by the Plan ~~or~~, (g) issued by the company or a Subsidiary of the Company, to the Company or another wholly owned direct or indirect Subsidiary of the Company, as applicable, or (i) [Common Interests] issuable upon conversion or exercise of the Warrants issued or to be issued to the Holders of Second Lien Claims pursuant to the Plan and the Confirmation Order.

“Exempt Person” shall mean, with respect to any Person, any Affiliate of such Person and such Person’s or such Person’s Affiliates’ respective Representatives, in each case, who (a) has a reasonable need to know the contents of the Company Confidential Information or Member Confidential Information, as the case may be, (b) is informed of the confidential nature of the Company Confidential

Information or Member Confidential Information and (c) agrees to keep such information confidential in accordance with the terms of this Agreement.

“Exercising Rightholders” shall have the meaning set forth in Section 5.2(d).

“Exiting Designating Member” shall have the meaning set forth in Section 6.2(c).

“Fair Market Value” shall mean (i) in the case of Publicly Traded Securities, the average closing price on the applicable trading exchange or quotation system on each trading day during the five (5) trading day period ending on the trading day prior to the measurement date, (ii) in the case of equity securities other than Publicly Traded Securities, the fair market value per equity security, as determined on a reasonable basis and in good faith by the Board, but without regard for any liquidity or minority discounts, or (iii) in the case of any other asset or property, the fair market value of such asset or property, as determined on a reasonable basis and in good faith by the Board.

“Final Offer Notice” shall have the meaning set forth in Section 5.2(f).

“First Lien Claims” shall have the meaning set forth in the RSA.

“First Lien Credit Agreement” shall have the meaning set forth in the Plan.

“Fiscal Year” shall mean the fiscal year of the Company, which shall end on December 31 of each year.

“GAAP” shall mean United States generally accepted accounting principles.

“Golub” shall mean Golub Capital LLC, collectively with its Affiliates and Related Funds.

“Golub/Soundpoint Director” shall have the meaning set forth in Section 6.2(d).

“Governmental Authority” shall mean shall mean the government of any nation, state, city, locality or other political subdivision thereof, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, and any corporation or other entity owned or controlled, through stock or capital ownership or otherwise, by any of the foregoing.

“Grandparent Equity” shall have the meaning set forth in the Recitals.

“Grandparent Warrants” shall have the meaning set forth in the Recitals.

“Gross Asset Value” means, with respect to any asset, the asset’s adjusted tax basis for U.S. federal income tax purposes, except as follows:

(a) the initial Gross Asset Value of any asset contributed (or deemed contributed) by a Member to the Company shall be the Value of such asset as of the date of contribution;

(b) the Gross Asset Values of all the Company assets will be adjusted to equal their respective Values (taking Code Section 7701(g) into account) ~~upon~~ immediately prior to (or, in the case of the exercise of a Noncompensatory Option described in clause (v) below, immediately after, if required pursuant to Regulation § 1.704-1(b)(2)(iv)(s)(1)) the occurrence of any of the following events: (i) the acquisition of a new or additional Interest by any new or existing Member in exchange for more than a *de minimis* Capital Contribution; (ii) the distribution by the Company to a Member of more than a *de minimis* amount of Company property (including cash) as consideration for all or a portion of an

Interest; (iii) the liquidation of the Company within the meaning of Regulation § 1.704-1(b)(2)(ii)(g); (iv) the grant of an Interest (other than a *de minimis* Interest) as consideration for the provision of services to or for the benefit of the Company by an existing Member acting in a Member capacity, or by a new Member acting in a Member capacity or in anticipation of becoming a Member; ~~and~~ (v) the acquisition of a Common Interest by any new or existing Member upon the exercise of a Noncompensatory Option in accordance with Regulation § 1.704-1(b)(2)(iv)(s); and (vi) the occurrence of any other event with respect to which a revaluation of Company assets is permitted under Regulation § 1.704-1(b)(2)(iv)(f); provided, however, that if any Noncompensatory Options are outstanding upon the occurrence of an event described in clauses (i) through (vi) above, the Company shall adjust the Gross Asset Values of its properties in accordance with Regulation §§ 1.704-1(b)(2)(iv)(f) and 1.704-1(b)(2)(iv)(h)(2); provided, further, however, that an adjustment pursuant to an event described in clauses (i), (ii), (iv) or ~~(v)~~ of this paragraph shall be made only if the Board reasonably determines that such adjustment is necessary or appropriate to reflect the relative economic interests of the Members in the Company;

(c) the Gross Asset Value of any Company asset distributed (or deemed distributed) to any Member shall be adjusted to equal the Value of such asset on the date of distribution;

(d) the Gross Asset Values of all Company assets shall be adjusted to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 732(d), 734(b) or 743(b), but only to the extent that such adjustments are required to be taken into account in determining Capital Accounts pursuant to Regulation § 1.704-1(b)(2)(iv)(m); provided, however, that Gross Asset Values shall not be adjusted pursuant to this clause (d) to the extent that an adjustment pursuant to clause (b) above is made in connection with a transaction that would otherwise result in an adjustment pursuant to this clause (d); and

(e) if the Gross Asset Value of an asset has been determined or adjusted pursuant to clause (a), (b) or (d) above, such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset (and not the depreciation, amortization, or other cost recovery deduction allowable for U.S. federal income tax purposes).

“Holders of Allowed First Lien Claims” shall have the meaning set forth in the Term Sheet.

“Holders of Second Lien Claims” means those certain holders of Second Lien Claims.

“Incentive Interests” shall mean the Nexus Incentive Interests and the Management Incentive Interests.

“Initial Capital Contributions” shall have the meaning set forth in Section 3.1.

“Interest” when used in reference to an interest in the Company, means the limited liability company interest of a Member in the Company at any particular time, including any Common Interests and Incentive Interests and a Member’s interest in the capital, profits, losses and distributions of the Company.

“Independent Director” shall have the meaning set forth in Section 6.2(e).

“Industry Director” shall have the meaning set forth in Section 6.2(f).

~~“Initial Capital Contribution” shall have the meaning set forth in Section 3.1.~~

“Initial Independent Director” shall have the meaning set forth in Section 6.2(e).

“Interested Party” shall have the meaning set forth in Section 6.10(b).

“Jefferies” shall mean each of Jefferies LLC and Jefferies Finance LLC, collectively with their respective Affiliates and Related Funds.

“Jefferies/Mockingbird Director” shall have the meaning set forth in Section 6.2(c).

“Liquidator” shall have the meaning set forth in Section 9.2(b).

“Listing Rules Member” shall have the meaning set forth in Section 5.4(i).

“Listing Rules Subject Sale” shall have the meaning set forth in Section 5.4(i).

“Management Incentive Interests” shall mean units representing limited liability company interests in the Company granted under Section 3.7 hereof, with such rights and powers as set forth in this Agreement and which are issued pursuant to an Award Agreement. Holders of Management Incentive Interests shall not be entitled to any voting rights, notwithstanding any provision of the Act.

“Member” shall mean any Person (i) listed on the signature pages hereto and automatically admitted to the Company as a member pursuant to the Plan and the Confirmation Order or (ii) hereafter admitted to the Company as an additional or substitute member of the Company as provided in this Agreement for so long as such Person owns Voting Interests, each in its capacity as a member of the Company, and shall have the same meaning as the term “member” under the Act, but does not include any Person who has ceased to be a member of the Company from and after the date such Person has ceased to be a Member.

“Member Confidential Information” shall have the meaning set forth in Section 6.15.

“Member List” shall have the meaning set forth in Section 5.10.

“Mockingbird” shall mean Mockingbird Credit Opportunities Company LLC and MCOC IV LLC, collectively with its Affiliates and Related Funds.

“NASDAQ” shall mean the NASDAQ National Market.

“Net Income” and “Net Loss”, respectively, for any period means the income or loss of the Company for such period as determined in accordance with the method of accounting followed by the Company for U.S. federal income tax purposes, including, for all purposes, any income exempt from tax and any expenditures of the Company that are described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulation § 1.704-1(b)(2)(iv)(i); provided, however, that in determining Net Income and Net Loss and every item entering into the computation thereof, solely for the purpose of adjusting the Capital Accounts of the Members (and not for tax purposes), (i) any income, gain, loss or deduction attributable to the disposition of any Company asset shall be computed as if the adjusted basis of such Company asset on the date of such disposition equaled its Gross Asset Value as of such date, (ii) if the Gross Asset Value of any Company asset is adjusted pursuant to clause (b), (c) or (d) of the definition of “Gross Asset Value”, the amount of such adjustment shall be treated as gain or loss, and (iii) in lieu of any depreciation, cost recovery and amortization deductions as to any Company asset, there shall be taken into account Depreciation as to such Company asset for such period; provided,

further, however, that any item (computed with the adjustments in the preceding proviso) allocated under Section 11.2 shall be excluded from the computation of Net Income and Net Loss.

“New Securities” shall have the meaning set forth in Section 5.6(a).

“Nexus” shall mean Nexus Capital Management LP, collectively with its Affiliates and Related Funds.

“Nexus Director” shall have the meaning set forth in Section 6.2(b).

“Nexus Incentive Interests” means units representing limited liability company interests in the Company granted under Section 3.7 hereof, with such rights, powers and duties as set forth in this Agreement and which are issued pursuant to that certain Consulting Agreement with Nexus or one of its Affiliates.

“Nexus Minimum Holdings” shall have the meaning set forth in Section 6.6(b).

“Noncompensatory Option” has the meaning set forth in Regulation § 1.721-2(f). For the avoidance of doubt, the Warrants are intended to be treated for U.S. federal income tax purposes as a Noncompensatory Option.

“Notice of Acceptance” shall have the meaning set forth in Section 5.6(b).

“NYSE” shall mean the New York Stock Exchange.

“Observer” shall have the meaning set forth in Section 6.9.

“Offer Sale Price” shall have the meaning set forth in Section 5.2(a).

“Offered Interests” shall have the meaning set forth in Section 5.2(a).

“Offered Preemptive Securities” shall have the meaning set forth in Section 5.6(a).

“Original Agreement” shall have the meaning set forth in the recitals.

“Other Indemnitors” shall have the meaning set forth in Section 12.1(e).

“Partnership Representative” means the partnership representative of the Company within the meaning of Code Section 6223(a) (and any similar provision of state, local or foreign law).

“Percentage Interest” shall mean, with respect to a Member, the ratio of the number of Voting Interests held by the Member at any time to the total number of Voting Interests issued and outstanding at such time, expressed as a percentage.

“Permitted Transfer” shall mean, with respect to any Member: (i) a Transfer of Voting Interests or any portion thereof to any Affiliate of such Member (including any Related Fund); (ii) a Transfer of Voting Interests or any portion thereof in connection with a contractually required distribution-in-kind to such Member’s limited partners or members pursuant to the express written terms of a partnership investment between the applicable Member and its applicable limited partners or members; (iii) a Transfer of Voting Interests to a broker that will hold the shares in an account for the benefit of such Member or its Affiliates that is acting on a non-principal basis; ~~and~~ (iv) of either First Lien Claims or claims under the DIP Facility (including any equity received in connection therewith pursuant to the

Plan), in each case that were agreed to, pursuant to valid and binding definitive documentation, prior to the Effective Date; and (v) the Transfer (whether in one Transfer or series of Transfers) during any six (6) month period of a number of Voting Interests (excluding shares transferred pursuant to the foregoing clauses (i)-(iii)) not exceeding the lesser of (x) two and a half percent (2.5%) of all issued and outstanding Voting Interests and (y) fifty percent (50%) of all Voting Interests held by such transferring Member on the Effective Date. For example, if a Member owns 7% of all issued and outstanding Voting Interests and has owned the same number of Voting Interests since the Effective Date, such Member is permitted to Transfer up to 2.5% of such Member's issued and outstanding Voting Interests in a six month period, 2.5% of such Member's issued and outstanding Voting Interests in a subsequent six month period, and the remaining 20% of such Member's issued and outstanding Voting Interests in the following six month period.

"Permitted Transferee" shall mean any Person to whom a Member may Transfer its Voting Interests or any portion thereof pursuant to a Permitted Transfer.

"Person" shall mean any individual, partnership, joint stock company, corporation, entity, association, trust, limited liability company, joint venture, unincorporated organization and any government, governmental department or agency or political subdivision of any government.

"Plan" shall have the meaning set forth in the recitals.

"Potential Purchaser" shall mean, with respect to any Member, any Person or group of Persons other than an Affiliate of such Member or the Company or any of its Subsidiaries.

"Preemptive Offer" shall have the meaning set forth in Section 5.6(a).

"Preemptive Percentage" shall have the meaning set forth in Section 5.6(a).

"Preemptive Right" shall have the meaning set forth in Section 5.6(a).

"Preemptive Rightholder" shall have the meaning set forth in Section 5.6(a).

"Presumed Tax Liability" means, with respect to each Member for any Fiscal Year, an amount equal to the product of (a) the excess, if any, of the amount of taxable income (as computed for U.S. federal income tax purposes) allocated by the Company to such Member (determined by taking into account any allocations pursuant to Code Section 704(c)) for such Fiscal Year over the amount of creditable foreign tax expenditures (within the meaning of Regulation § 1.704-1(b)(4)(viii)) allocated by the Company to such Member for such Fiscal Year and (b) the Presumed Tax Rate.

"Presumed Tax Rate" means the highest combined U.S. federal, state and local marginal tax rates applicable to individuals resident in New York, New York (taking into account the character (long-term or short-term capital gain or ordinary income or qualified dividend income including by application of Code Section 1061) and any tax on net investment income and, where determined appropriate by the Board, the application of the limitations set forth under Sections 67 and 68 and other provisions of the Code and the alternative minimum tax rules), and taking into account such other assumptions as the Board determines in its discretion to be appropriate.

"Proxy Holder" shall have the meaning set forth in Section 12.13.

"Publicly Traded Securities" shall mean securities that are registered under the Securities Act, are freely tradable and listed for trading on a national securities exchange.

“Purchase Right” shall have the meaning set forth in Section 5.2(c).

“Qualified IPO” shall mean (i) the first underwritten public offering of at least 15% of the common equity (or equivalent equity security) of the Company (or its successor) pursuant to an effective registration statement filed under the Securities Act, or (ii) a direct listing or other similar transaction on the NYSE or NASDAQ with respect to the common equity of the Company (or its successor), in each case of clause (i) or (ii), that results in the common equity of the Company (or its successor) being registered under the Securities Exchange Act of 1934 and listed on the NYSE or NASDAQ; and either (a) results in proceeds of at least \$200,000,000 or (b) is otherwise approved by Members holding a majority in Percentage Interest of the Voting Interests, provided that a Qualified IPO shall not include an offering made in connection with a business acquisition or combination pursuant to a registration statement on Form S-4 or any similar form, or an employee benefit plan pursuant to a registration statement on Form S-8 or any similar form.

“Qualifying Holder” shall mean any holder that, at the time of Transfer, holds at least seven and a half percent (7.5%) of all issued and outstanding Voting Interests.

“Quarterly Financials” shall have the meaning set forth in Section 8.3(a)(ii).

“Regulation” means a United States Treasury Regulation promulgated under the Code.

“Regulated Holder” shall mean any Person that is a bank holding company, or any affiliate or subsidiary of any bank holding company, as such terms are defined in the U.S. Bank Holding Company Act and its implementing regulations and rules, 12 U.S.C. § 1841 et seq. For the avoidance of doubt, Barclays shall be a Regulated Holder.

“Related Fund” shall mean, with respect to any Member, any fund, account or investment vehicle that is controlled, managed advised or sub-advised by such Member, a controlled Affiliate of such Member or the same investment manager or advisor as such Member or an Affiliate of such investment manager or advisor.

“Remaining Designation Threshold” shall have the meaning set forth in Section 6.2(c).

“Remaining Offered Interests” shall have the meaning set forth in Section 5.2(c).

“Reorganization” shall have the meaning set forth in Section 6.11.

“Representatives” shall have the meaning set forth in Section 6.15.

† “Restructuring Transaction Steps” shall mean the steps evidencing the corporate reorganization as set forth in the Plan†.

“Rightholders” shall have the meaning set forth in Section 5.2(a).

“Rightholder Notice Period” shall have the meaning set forth in Section 5.2(d).

“Rightholder Offer Purchase Notice” shall have the meaning set forth in Section 5.2(c).

“ROFO Evaluation Period” shall have the meaning set forth in Section 5.2(b).

“ROFO Offer Notice” shall have the meaning set forth in Section 5.2(a).

“ROFO Offer Purchase Notice” shall have the meaning set forth in Section 5.2(b).

“ROFO Third Party Sale” shall have the meaning set forth in Section 5.2(e).

“ROFO Third Party Sale Period” shall have the meaning set forth in Section 5.2(e).

“RSA” shall have the meaning set forth in the recitals.

“Sale of the Company” shall mean any of the following: (a) a merger, consolidation, share exchange, business combination or other sale of the Company or its Subsidiaries into or with any other Person or Persons, or a transfer of Interests in a single transaction or a series of transactions, in which in any case the Members of the Company or the members of its Subsidiaries immediately prior to such merger, consolidation, share exchange, business combination or other sale or first of such series of transactions possess less than a majority of the voting power of the Company’s or its Subsidiaries’ or any successor entity’s issued and outstanding capital securities immediately after such transaction or series of such transactions; or (b) a single transaction or series of transactions, pursuant to which a Person or Persons who are not direct or indirect wholly-owned Subsidiaries of the Company acquire all or substantially all of the Company’s or its Subsidiaries’ assets determined on a consolidated basis.

“Sale Process” shall have the meaning set forth in Section 5.5(a).

“SEC” shall mean the United States Securities and Exchange Commission.

“Second Lien Claims” means any Claim on account of the Second Lien Loans.

“Second Lien Credit Agreement” means that certain agreement, dated as of January 6, 2021, and as amended from time to time, among New Trojan Parent, Inc., a Delaware corporation, as the Borrower, CBI Intermediate, Inc., a Delaware corporation, as Holdings, the lenders party thereto from time to time, and UBS AG, Stamford Branch, as administrative agent and collateral agent.

“Second Lien Loans” means loans outstanding under the Second Lien Credit Agreement.

“Secure Site” shall have the meaning set forth in Section 8.3(a).

“Securities” means any foreign or domestic “securities,” as defined in Section 2(1) of the Securities Act of 1933, as amended, or Section 3(a)(10) of the Securities Exchange Act of 1934, as amended, and shall include common or preferred stocks, limited partnership interests, investment contracts, certificates of deposit, trade acceptances and trade claims, convertible securities, fixed income securities, notes or other evidences of indebtedness of other Persons, warrants, rights, synthetic securities, put and call options on any of the foregoing, other options related thereto, interests or participations therein or any combination of any of the foregoing.

“Securities Act” shall mean the Securities Act of 1933, as amended and any successor statute and the rules and regulations of the SEC thereunder, in each case as in effect from time to time.

“Selling Members” shall have the meaning set forth in Section 5.4(a).

“Selling ROFO Member” shall have the meaning set forth in Section 5.2(a).

“Significant Approval Matter” shall have the meaning set forth in Section 6.10(d).

“Significant Holder” shall mean any Member that, together with its Affiliates, holds a Percentage Interest of at least forty percent (40%) or more.

“Soundpoint” shall mean Sound Point Capital Management, LP, collectively with its Affiliates and Related Funds, including all investment vehicles managed by Sound Point Capital Management, LP and its Affiliates, and each of the officers and directors thereof.

“Subject Purchaser” shall have the meaning set forth in Section 5.6(a).

“Subsidiary” shall mean, with respect to any Person, any corporation fifty percent (50%) or more of whose stock of any class or classes having by the terms thereof ordinary voting power to elect a majority of the directors of such corporation is at the time owned by such Person, directly or indirectly through one or more Subsidiaries, and any other Person, including but not limited to a joint venture, a general or limited partnership or a limited liability company, in which such Person, directly or indirectly through one or more Subsidiaries, at the time owns at least fifty percent (50%) or more of the ownership interests entitled to vote in the election of managing partners, managers or trustees thereof (or other Persons performing such functions) or acts as the general partner, managing member, trustee (or Persons performing similar functions) of such other Person. For the avoidance of doubt, “Subsidiary” shall include any Person that is included in the Company’s consolidated group for purposes of preparing the Company’s consolidated financial statements in accordance with GAAP.

“Tag-Along Notice” shall have the meaning set forth in Section 5.3(b).

“Tag-Along Offered Interests” shall have the meaning set forth in Section 5.3(a).

“Tag-Along Purchaser” shall have the meaning set forth in Section 5.3(a).

“Tag-Along Record Date” shall have the meaning set forth in Section 5.3(b).

“Tag-Along Rightholder” shall have the meaning set forth in Section 5.3(a).

“Tag-Along Rightholder’s Offer” shall have the meaning set forth in Section 5.3(b).

“Tag-Along Sale” shall have the meaning set forth in Section 5.3(a).

“Tag-Along Seller” shall have the meaning set forth in Section 5.3(a).

“Term Loan” shall have the meaning ascribed to it in the RSA.

“Term Sheet” shall mean that certain Restructuring Term Sheet attached as Exhibit B to the RSA.

“Third Party Purchaser” shall have the meaning set forth in Section 5.2(a).

“Threshold Equity Value” of each Incentive Interest means the “Threshold Equity Value” as set forth in respect of such Incentive Interest in the relevant Award Agreement pursuant to which such Incentive Interest was issued, increased from time to time by the amount of cash and the Value of other property contributed to the capital of the Company (for the avoidance of doubt, excluding any cash proceeds of indebtedness) after the date of grant of such Incentive Interest. The Threshold Equity Value shall be determined by the Board in good faith.

“Transaction” shall have the meaning set forth in the recitals.

“Transfer” shall mean, (i) when used as a verb, to sell, transfer, assign, encumber or otherwise dispose of, directly or indirectly, voluntarily or involuntarily, by operation of law or otherwise and (ii) when used as a noun, a direct or indirect, voluntary or involuntary, sale, transfer, assignment, encumbrance or other disposition by operation of law or otherwise. “Transferor” and “Transferee” shall mean a Person who makes or receives a Transfer, respectively.

“Unvested Amount” shall have the meaning set forth in Section 3.7(c).

“Value” of any asset of the Company, as the case may be, as of any date, means the fair market value of such asset, as the case may be, as of such date, with the fair market value of the type of assets described below being determined as follows:

(a) Securities listed on one or more national securities exchanges shall be valued at their last reported sales prices on the consolidated tape on the date of determination (or if the date of determination is not a Business Day, on the last Business Day immediately prior to such date of determination). If no such sales of such securities occurred on such date, such securities shall be valued at the mean of the last “bid” and “ask” prices on the date of determination on the national securities exchange which has the highest average daily volume for such Security over the last sixty (60) days on or prior to the date of determination (or, if the date of determination is not a date upon which such national securities exchange was open for trading, on the last prior date on which such national securities exchange was so open);

(b) Securities which are not listed on a national securities exchange shall be valued at a price equal to the mean of the last “bid” and “ask” prices on the date of determination as reported by the NASDAQ or as reported in the “pink sheets” published by the National Daily Quotation Service;

(c) Securities for which no such market prices are available, or as to which, in the sole judgment of the Board, any of the above market prices are below or exceed (as the case may be) the amount realizable by the Company upon a sale thereof, shall be valued at the fair value thereof as determined upon a reasonable basis and in good faith by the Board; and

(d) the fair market value of other investments, assets or properties shall be valued as determined by the Board.

Any determination of the Value or of the fair market value of an asset of the Company made in good faith by the Board in accordance with the above shall be binding on the Members for all purposes of this Agreement.

“Voting Interests” shall mean the Common Interests and the Nexus Incentive Interests.

“Warrants” shall have the meaning set forth in the recitals.

1.2 Rules of Construction. Unless the context otherwise requires, definitions in this Agreement apply equally to both the singular and plural forms of the defined terms. The terms “include” and “including” and other words of similar import shall be deemed to be followed by the phrase “without limitation”. The terms “herein”, “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular section or subsection. The headings appear as a matter of convenience only and shall not affect the interpretation of this Agreement. All section, subsection, clause and exhibit references not attributed to a particular document shall be references to such parts of this Agreement. All equity percentage calculations set forth in this Agreement shall exclude therefrom

any equity interests in the Company (including interests convertible into or exercisable or exchangeable for such equity interests) that constitute Excluded Issuances, in addition to any other equity interests to be excluded from such calculations pursuant to the terms of this Agreement.

Article II **Organization**

2.1 Formation of the Company. The Company was formed as a limited liability company under the Act by the filing of the Certificate with the Secretary of State of the State of Delaware on [●]. The Company shall accomplish all filing, recording, publishing and other acts necessary or appropriate for compliance with all requirements for operation of the Company as a limited liability company under this Agreement and the Act and under all other applicable laws of the State of Delaware and such other jurisdictions in which the Company determines that it may conduct business.

2.2 Name. The name of the Company shall be “[Reorganized Careismatic Brands, LLC]”, as such name may be modified from time to time by the Board as it may deem advisable.

2.3 Purpose. Subject to any limitations on the activities of the Company otherwise specified in this Agreement, the purpose and business of the Company shall be to (a) engage in any and all activities as the Board may reasonably determine to be necessary or advisable to the carrying out of the foregoing purpose and business of the Company and (b) conduct any other business or activity that may be conducted by a limited liability company organized pursuant to the Act.

2.4 Registered Office; Registered Agent; Principal Office; Other Offices. The registered office of the Company shall be the office of the initial registered office named in the Certificate or such other registered office (which need not be a place of business of the Company) as the Board may designate from time to time in the manner provided by the Act. The registered agent of the Company shall be the Corporation Service Company or such other Person or Persons as the Board may designate from time to time in the manner provided by the Act. The address of the principal office of the Company on the date hereof is 1119 Colorado Avenue, Santa Monica, California 90401 and the Company shall maintain there the records required to be maintained under Section 18-305 of the Act. In addition, the Company may maintain such other offices as the Board may deem advisable at any other place or places within or without the State of Delaware.

2.5 Interest of Members; Property of Company. Interests held by a Member shall be personal property of such Member for all purposes. All real and other property owned by the Company shall be deemed property of the Company that is owned by the Company as an entity, and no Member shall own such property in an individual capacity. No Member shall be entitled to interest on or with respect to any Capital Contribution. Except as provided in this Agreement, no Member shall be entitled to withdraw any part of such Member’s Capital Contribution or to receive distributions from the Company.

2.6 Limited Liability. Except as otherwise expressly required by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be the debts, obligations and liabilities solely of the Company, and no Member shall be obligated personally for any such debt, obligation or liability solely by reason of being a Member of the Company.

2.7 Term. The term of the Company commenced on the date of filing of the Certificate, and shall be perpetual unless the Company is earlier dissolved and its existence terminated in accordance with the provisions of this Agreement.

Article III **Contributions of Members**

3.1 Initial Contributions. Pursuant to the Plan, the Confirmation Order and the [Restructuring Transaction Steps], each Member shall be automatically deemed to have made the initial Capital Contributions (the “Initial Capital Contributions”) set forth in Exhibit C in exchange for its Common Interests. After giving effect to the Initial Capital Contributions, each Member shall hold the Common Interests set forth on Exhibit B opposite such Member’s name.

3.2 Additional Capital Contributions.

(a) Subject to Sections 5.6 and without limitation to Section 3.2(b), in addition to the Initial Capital Contributions, Members may from time to time make Capital Contributions to the Company (each, an “Additional Capital Contribution” and, for the avoidance of doubt, any Initial Capital Contribution shall not be deemed to be an Additional Capital Contribution) at such times and in such amounts as the Board may determine to accept from the Members. Except as required by law, no Member shall be required to make any Additional Capital Contributions to the Company.

(b) Additional Capital Contributions shall be made in cash or, with the approval of the Board, in other property. The value assigned to any non-cash Additional Capital Contribution shall be equal to the Fair Market Value thereof.

3.3 Return of Contributions. No Member shall be entitled to the return of any part of its Capital Contributions except as specified in this Agreement. An unrepaid Capital Contribution is not a liability of the Company or of any Member. A Member is not required to contribute or to lend any cash or property to the Company to enable the Company to return any Member’s Capital Contributions.

3.4 Interest on Capital Contributions. No Member shall be entitled to interest on, or with respect to, any Capital Contribution.

3.5 Advances by Members. If the Company does not have sufficient funds to pay its obligations, any Member(s) that may agree to do so, with the consent of the Board, may advance all or part of the funds required to, or on behalf of, the Company. An advance described in this Section 3.5 constitutes a loan from such Member(s) to the Company, and shall not constitute a Capital Contribution.

3.6 Common Interests.

(a) The Company shall have one class of Common Interests, which shall constitute limited liability company interests under the Act. All Common Interests are identical to each other and accord the holders thereof the same obligations, rights and privileges as are accorded to each other holder thereof, except for any specific obligations, rights and privileges expressly set forth in this Agreement.

(b) The Company is authorized to issue certificates to represent any or all of the Common Interests. In the event the Company issues certificates evidencing the Common Interests issued by the Company, the certificates shall bear the following restrictive legends (in addition to any legend restrictions required under applicable state securities laws):

“THE RIGHTS, POWERS, PREFERENCES, RESTRICTIONS (INCLUDING TRANSFER RESTRICTIONS) AND LIMITATIONS OF THE LIMITED LIABILITY COMPANY INTERESTS REPRESENTED BY THIS CERTIFICATE ARE SET FORTH IN, AND THIS CERTIFICATE AND THE LIMITED LIABILITY COMPANY

INTERESTS REPRESENTED HEREBY ARE ISSUED IN ACCORDANCE WITH AND SHALL IN ALL RESPECTS BE SUBJECT TO, THE TERMS AND PROVISIONS OF THE AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT OF [REORGANIZED CAREISMATIC BRANDS, LLC], DATED AS OF [●], AS THE SAME MAY BE AMENDED AND/OR RESTATED FROM TIME TO TIME IN ACCORDANCE WITH ITS TERMS (THE “AGREEMENT”). THE TRANSFER, SALE, ASSIGNMENT, ENCUMBRANCE OR DISPOSITION IN ANY MANNER, WHETHER DIRECT OR INDIRECT, VOLUNTARY OR INVOLUNTARY, BY OPERATION OF LAW OR OTHERWISE, OF THIS CERTIFICATE AND THE LIMITED LIABILITY COMPANY INTERESTS REPRESENTED HEREBY ARE RESTRICTED AS DESCRIBED IN THE AGREEMENT.”

In addition, unless counsel to the Company has advised the Company that such legend is not necessary, each certificate evidencing Common Interests issued by the Company shall bear a legend in substantially the following form:

“THE SECURITIES REPRESENTED BY THIS INSTRUMENT HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED PURSUANT TO THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR ANY STATE SECURITIES LAWS, AND SUCH SECURITIES MAY NOT BE SOLD, TRANSFERRED, PLEDGED OR OTHERWISE DISPOSED OF UNLESS THEY ARE REGISTERED AND QUALIFIED IN ACCORDANCE WITH THE SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAWS, OR UNLESS AN EXEMPTION FROM SUCH REGISTRATION AND QUALIFICATION SHALL APPLY.”

(c) Subject to the requirements of Section 5.6, the Company is hereby authorized to issue additional Common Interests from time to time, subject to prior authorization of the Board in accordance with the terms of this Agreement. In addition, the Company is hereby authorized to issue Common Interests pursuant to the exercise of any Warrant, which shall not require any prior authorization of the Board or the Members.

3.7 Incentive Interests.

(a) The Company may, at the direction of the Board, establish an equity incentive plan or other similar plan to permit certain directors, officers, employees and consultants of the Company to participate in the Company’s equity appreciation through a direct or indirect interest in Management Incentive Interests.

(b) It is intended that the Incentive Interests will be treated as “profits interests” within the meaning of IRS Revenue Procedure 93-27, 1993-2 C.B. 343. In this regard, (i) the Members agree that the economic rights of the Members holding Incentive Interests with respect to their interests in such Incentive Interests may be adjusted by the Board if necessary to ensure such treatment, (ii) except to the extent not permitted by law, in accordance with IRS Revenue Procedure 2001-43, 2001-2 C.B. 191, the Company shall treat a Member holding Incentive Interests as the owner of the Incentive Interests from the issue date of such Incentive Interests, (iii) except as required pursuant to a “determination” as defined in Code Section 1313(a), the Company and the Members agree not to claim a deduction (as wages, compensation or otherwise) for the fair market value of any such Incentive Interests issued to a Member, either at the time of issuance, or at the time the Incentive Interests becomes substantially vested, (iv) the Company shall file its IRS Form 1065, and issue appropriate Schedule K-1s to a Member

holding an Incentive Interest, allocating to such Member, such Member's distributive share of all items of income, gain, loss, deduction and credit associated with such Incentive Interest as if such Incentive Interests were fully vested, and (v) each Member holding an Incentive Interest agrees to take into account such distributive share in computing such Member's U.S. federal income tax liability for the entire period during which such Member holds such Incentive Interest. Further, except to the extent not permitted by law, the provisions of this Section 3.7(b) shall apply regardless of whether the Member files an election pursuant to Code Section 83(b). Notwithstanding any other provision of this Agreement, each Member shall, and shall cause each of such Member's Affiliates and Transferees to, (x) take any action requested by the Company to ensure that the fair market value of any Incentive Interests at the time of issuance is treated for U.S. federal income tax purposes as being equal to the "liquidation value" (within the meaning of Proposed Regulation § 1.83-3(l)) of such Incentive Interests and (y) without limiting the generality of the foregoing, to the extent required in order to attain or ensure such treatment, agree to any condition imposed on such Member and such Member's Affiliates or Transferees, execute any amendment to this Agreement or other agreements, execute any new agreement, make any tax election or tax filing, and agree not to take any contrary position unless required pursuant to applicable law. As to the issuance of any Incentive Interests that are "substantially nonvested" within the meaning of Regulation § 1.83-3(b), within twenty (20) days after the issuance of such Incentive Interests to a Member, such Member shall provide the Company with a copy of a completed election under Code Section 83(b) with respect to such Incentive Interests. For the avoidance of doubt, such election shall reflect a \$0 Value and \$0 issuance date taxable income as to any Incentive Interests. Such Member shall, within thirty (30) days after the issuance of such Incentive Interests, file the Code Section 83(b) election required hereby with the Internal Revenue Service via certified mail, return receipt requested, and shall thereafter notify the Company that such election has been timely filed.

(c) In furtherance of the foregoing, a holder of Incentive Interests shall be entitled to receive distributions on account of such holder's Incentive Interests in the manner set forth herein, provided that, other than distributions described in Section 4.4, a holder of Incentive Interests shall not be entitled to receive any distributions on account of such Incentive Interests unless and until the sum of the aggregate amount of distributions made by the Company in respect of all Interests (measured from and after the date such Incentive Interests were issued) at least equals the Threshold Equity Value applicable to such Incentive Interests. To the extent that any holder of Incentive Interests is not entitled to participate in a distribution on account of any Incentive Interests in which such holder otherwise would have participated but for the operation of the preceding sentence, then the amount as to which such holder is not entitled to participate shall be distributed to the Common Interests and any other Incentive Interests with respect to which distribution is permitted pursuant to the preceding sentence of this Section 3.7(c), in accordance with Section 4.1. In addition, other than distributions described in Section 4.4, the portion of any distribution that would otherwise be made on account of any unvested Incentive Interests if such Incentive Interests had been fully vested (the "Unvested Amount") shall be set aside and held by the Company until the earlier of the vesting, forfeiture, cancellation, reacquisition, repurchase, or redemption of such unvested Incentive Interests. In the event such unvested Incentive Interests become vested, the applicable Unvested Amount shall be distributed to the owner of such Incentive Interests upon (and to the extent of) such vesting. Upon (and to the extent of) a forfeiture, cancellation, reacquisition, repurchase, or redemption of such unvested Incentive Interests, the applicable Unvested Amount shall be distributed to the remaining Members in accordance with Section 4.1 and this Section 3.7(c) (not including for the purposes of such calculation such number of forfeited, cancelled, reacquired, repurchased or redeemed Incentive Interests) on the date determined by the Board. Determinations pursuant to this Section 3.7(c) shall be made for each dollar of distribution made by the Company.

(d) If the Board (subject to the requirements of Section 6.10) determines that, based upon the liquidation value of the Company, each Nexus Incentive Interest has a value that is substantially equal to the value of a Common Interest, the Board may covert all, but not less than all, of the Nexus

Incentive Interests into Common Interests on a one for one basis (a “Conversion”). The Members shall take all actions reasonably requested by the Board in connection with the consummation of such Conversion, including consenting to, voting for and waiving any dissenters rights, appraisal rights or similar rights and participating in any exchange or other transaction required in connection with such Conversion. No Member shall have any right to vote, consent to or approve any Conversion. The Company shall pay any and all reasonable organizational, legal and accounting expenses and filing fees incurred by the Company or the Members in connection with such Conversion and the Board may select, on behalf of the Company, any accounting firm, legal counsel, underwriters or any other providers in connection with such Conversion.

3.8 Transfer Books. The Company shall maintain books for the purpose of registering the Transfer of Voting Interests. If Voting Interests are represented by certificates, in connection with a Transfer in accordance with this Agreement of any certificated Voting Interests, the endorsed certificate(s) evidencing the Voting Interests shall be delivered to the Company for cancellation, and the Company shall thereupon issue a new certificate to the Transferee evidencing the Voting Interests that were Transferred and, if applicable, the Company shall issue a new certificate to the transferor evidencing any Voting Interests registered in the name of the transferor that were not Transferred.

3.9 Certificate Signature. If Voting Interests are represented by certificates, each such certificate shall be executed by manual or .pdf signature of an officer on behalf of the Company.

Article IV **Distributions; Distributions in Kind**

4.1 Distributions.

(a) Subject to the provisions of the Act, the Board may from time to time by resolution declare, and the Company may pay, distributions to the Members from Available Cash according to their respective rights and interests in the Company, in accordance with Sections 3.7, 4.1, 4.2 and 4.4 and in the following order of priority:

(i) first, 100% among the holders of the Common Interests, on a pro rata basis in accordance with the number of Common Interests, until the aggregate amount distributed pursuant to this Section 4.1(a)(i) (taking into account all prior distributions under this Section 4.1(a)(i)) equals the ~~amount of~~ Effective Date Capital Contributions ~~actually made~~ and any Capital Contributions after the date hereof by such Common Interest holders;

(ii) second, 100% to the holders of Nexus Incentive Interests, on a pro rata basis in accordance with the number of Nexus Incentive Interests, until the aggregate amount distributed to the holders of Nexus Incentive Interests pursuant to this Section 4.1(a)(ii) equals ~~[4.5]~~ % of the sum of the amounts distributed pursuant to Section 4.1(a)(i) and this Section 4.1(a)(ii); and

(iii) third, 100% among the holders of Interests, on a pro rata basis in accordance with the number of Interests.

4.2 Limitations on Distributions.

(a) Anything to the contrary herein notwithstanding, no distribution pursuant to this Agreement shall be made if such distribution would result in a violation of Section 18-607 of the Act or any other applicable law.

(b) In the event that a distribution is not made as a result of the application of paragraph (a) of this Section 4.2, all amounts so retained by the Company shall continue to be subject to all of the debts and obligations of the Company. The Company shall make such distribution as soon as such distribution would not be prohibited pursuant to this Section 4.2.

4.3 Reserves. The Company may establish reserves in such amounts and for such time periods as the Board determines is reasonably necessary or prudent for estimated accrued Company expenses, obligations and liabilities (including amounts owed, restricted or reserved by or in connection with, to the extent applicable, any agreement or any other instrument to which the Company or any of its direct or indirect Subsidiaries is a party governing indebtedness of the Company or any of its Subsidiaries) and any contingent or unforeseen Company liabilities. When such reserves are no longer necessary, the balance shall be distributed to the Members in accordance with this Article IV.

4.4 Tax Distributions. Subject to Section 4.2 and any financing agreements of the Company or any of its Subsidiaries, the Company shall, at least ten days prior to the due date for the quarterly payment of estimated U.S. federal income taxes by individuals for any Fiscal Year, distribute Available Cash to the Members up to and in proportion to the excess of (x) each such Member's Presumed Tax Liability for such portion of the Fiscal Year ending on the last day of the month preceding such payment date, calculated as if such portion of the Fiscal Year were a separate Fiscal Year, over (y) amounts previously distributed to each such Member pursuant to Section 4.1 during such Fiscal Year or pursuant to this Section 4.4 with respect to such portion of a Fiscal Year (which, for the avoidance of doubt, shall not include any distributions made pursuant to this Section 4.4 with respect to prior Fiscal Years). Promptly upon filing the Company's U.S. federal income tax return, subject to Section 4.2 and any financing agreements of the Company or any of its Subsidiaries, the Company shall distribute Available Cash to the Members up to and in proportion to the excess of (x) each such Member's Presumed Tax Liability with respect to such Fiscal Year, as computed based on the filed income tax returns of the Company, over (y) amounts previously distributed to each such Member pursuant to Section 4.1 during such Fiscal Year or pursuant to this Section 4.4 with respect to such Fiscal Year (which, for the avoidance of doubt, shall not include any distributions made pursuant to this Section 4.4 with respect to prior Fiscal Years). Any amount distributed pursuant to this Section 4.4 shall be deemed to be an advance distribution of amounts otherwise distributable to the Members pursuant to Section 4.1 or Article IX and shall reduce the amounts that would subsequently otherwise be distributed to the Members pursuant to Section 4.1 or Article IX in the order in which they would otherwise have been distributable.

Article V

Transferability

5.1 Transfer Generally. No Member shall be permitted to Transfer all or any portion of its Interests except pursuant to, and in compliance with, this Article V. Additionally, no Member shall be permitted to Transfer all or any portion of its Voting Interests ~~until the date that is six (6) months following the date of this Agreement~~ prior to [●] if such Transfer would result in a loss of such Member's Designation Rights pursuant to Section 6.2. No Transfer of any Voting Interest in the Company shall be effective until such time as all requirements of this Article V in respect thereof have been satisfied and, if consents, approvals or waivers are required by the Board, all of same shall have been confirmed in writing by the Board. Subject to Section 5.2, Section 5.3, Section 5.4, Section 5.5 and Section 5.8, a Member may Transfer all or a portion of its Voting Interest in the Company without the consent of the Board or any other Member. Notwithstanding the foregoing, except for a Transfer to a trust or similar estate planning vehicle established for the sole benefit of one or more family members that is permitted by the applicable Award Agreement, a holder of Management Incentive Interests may not transfer such

Management Incentive Interests without Board consent and any attempted Transfer of such Management Incentive Interests without such consent shall be null and void *ab initio*.

5.2 Right of First Offer.

(a) Except in a transaction pursuant to which Section 5.4 applies or in connection with a repurchase of Voting Interests from any individual serving as an employee or consultant of the Company or any of its Subsidiaries, if any Member wishes to Transfer all or any portion of its Voting Interests (such Member, the “Selling ROFO Member”) to any Person other than a Permitted Transferee (each such Person, a “Third Party Purchaser”), such Selling ROFO Member shall first offer such Voting Interests that are proposed to be Transferred by sending written notice (the “ROFO Offer Notice”) to the Company, which ROFO Offer Notice shall be an offer to sell and shall state the proposed terms of such Transfer, including (i) the number of Voting Interests such Selling ROFO Member proposes to Transfer (the “Offered Interests”), (ii) the proposed amount and consideration per Common Interest or Nexus Incentive Interests, as applicable (which consideration shall be exclusively cash) (the “Offer Sale Price”), and (iii) all other material terms and conditions of the proposed Transfer. The ROFO Offer Notice shall constitute an irrevocable offer by the Selling ROFO Member to sell to the Company and the Rightholders the Offered Interests for cash at the Offer Sale Price on the terms set forth in the ROFO Offer Notice, pursuant to the terms and conditions of this Section 5.2.

(b) The Company shall have a period of ten (10) Business Days following the receipt of the ROFO Offer Notice (the “ROFO Evaluation Period”) to accept the Selling ROFO Member’s offer by delivering written notice (the “ROFO Offer Purchase Notice”) to the Selling ROFO Member agreeing to purchase up to the number of Offered Interests on the terms set forth in the ROFO Offer Notice (including the same price and with the same amount of consideration), which ROFO Offer Purchase Notice shall indicate the number of Offered Interests it wishes to purchase and include the Company’s election and agreement to purchase such Offered Interests.

(c) Subject to the terms of Section 5.2(d) below, each Selling ROFO Member hereby unconditionally and irrevocably grants to Qualifying Holders a secondary right to purchase on a *pro rata* basis, in proportion to such Qualifying Holder’s Percentage Interests, all or any portion of the Offered Interests not elected to be purchased by the Company pursuant to Sections 5.2(a) and 5.2(b) (a “Purchase Right,” and each Qualifying Holder with a Purchase Right, a “Rightholder”). If the Company does not provide the ROFO Offer Purchase Notice exercising its rights with respect to all Offered Interests, the Company must deliver a notice to the Selling ROFO Member and to each other Rightholder to that effect no later than fifteen (15) Business Days after the Selling ROFO Member delivers the ROFO Offer Notice to the Company (the “Company ROFO Notice”). The Company ROFO Notice shall state the proposed terms of such Transfer, including (i) the number of Offered Interests available for purchase by the Qualifying Holders (the “Remaining Offered Interests”), (ii) the Offer Sale Price, and (iii) all other material terms and conditions of the proposed Transfer included in the ROFO Offer Notice. To exercise its Purchase Right, such Rightholder must deliver written notice to the Selling ROFO Member and the Company within ten (10) Business Days after delivery of the Company ROFO Notice indicating the number of Remaining Offered Interests it wishes to purchase and including the Rightholder’s election and agreement to purchase such Offered Interests (the “Rightholder Offer Purchase Notice”).

(d) If more than one Rightholder elects to purchase Remaining Offered Interests prior to the expiration of the ten (10) Business Day period specified in the last sentence of Section 5.2(c) (the “Rightholder Notice Period”) and the aggregate number of Remaining Offered Interests elected to be purchased by such Rightholders exceeds the aggregate number of Remaining Offered Interests, the Remaining Offered Interests shall be allocated among such Rightholders *pro rata* based on the number of Remaining Offered Interests such Exercising Rightholders have elected to purchase pursuant to the

Purchase Right until all Remaining Offered Interests shall have been so allocated or each Exercising Rightholder shall have been allocated all of the Remaining Offered Interests specified by each such Exercising Rightholder in its Rightholder Offer Purchase Notice. If options to purchase have been exercised by the Company and/or the Rightholders pursuant to Sections 5.2(b) and 5.2(c) with respect to some but not all of the Offered Interests by the end of Rightholder Notice Period, then the Company shall, within five (5) Business Days after the expiration of the Rightholder Notice Period, send written notice (the "Company Undersubscription Notice") to those Rightholders who fully exercised their Purchase Right within the Rightholder Notice Period (the "Exercising Rightholders"). Each Exercising Rightholder shall, subject to the provisions of this Section 5.2(d), have an additional option to purchase all or any part of the balance of any such remaining unsubscribed shares of Offered Interests on the terms and conditions set forth in the ROFO Offer Notice. To exercise such option, an Exercising Rightholder must deliver a Company Undersubscription Notice to the Selling ROFO Member and the Company within ten (10) Business Days after the expiration of the Rightholder Notice Period. In the event there are two (2) or more such Exercising Rightholders that choose to exercise the last-mentioned option for a total number of remaining shares in excess of the number available, the remaining shares available for purchase under this Section 5.2(d) shall be allocated to such Exercising Rightholders *pro rata* based on the number of shares of Offered Interests such Exercising Rightholders have elected to purchase pursuant to the Purchase Right (without giving effect to any shares of Offered Interests that any such Exercising Rightholder has elected to purchase pursuant to the Company Undersubscription Notice). If the options to purchase the remaining Offered Interests are exercised in full by the Exercising Rightholders, the Company shall immediately notify all of the Exercising Rightholders and the Selling ROFO Member of that fact.

(e) If (i) no ROFO Offer Purchase Notice or Rightholder Offer Purchase Notice has been timely delivered under Section 5.2(b) or Section 5.2(c), as applicable, (ii) the ROFO Offer Purchase Notices and/or Rightholder Offer Purchase Notices that are delivered do not cover all of the Offered Interests or (iii) the Company or a Rightholder fails to purchase all of the Offered Interests that the Company or such Rightholder has agreed to purchase pursuant to Sections 5.2(b) or 5.2(c), respectively, then the Selling ROFO Member shall be permitted to Transfer any or all of the Offered Interests that have not been purchased by the Company or the Rightholders to the applicable Third Party Purchaser(s) on terms and conditions no more favorable to such Third Party Purchaser than those set forth in the ROFO Offer Notice for a purchase price in cash that is no lower than the Offer Sale Price (a "ROFO Third Party Sale"); provided, however, that such ROFO Third Party Sale is consummated within sixty (60) days after the earlier to occur of (i) the waiver by the Company or all of the Rightholders of their option to purchase the Offered Interests and (ii) the expiration of the Rightholder Notice Period (such period, the "ROFO Third Party Sale Period"). If such ROFO Third Party Sale is not consummated within such ROFO Third Party Sale Period for any reason, then the restrictions provided for in this Section 5.2 shall again become effective, and no Transfer of Voting Interests may be made thereafter by the Selling ROFO Member without again offering the same to the Company or Rightholders in accordance with this Section 5.2.

(f) The Selling ROFO Member shall notify (the "Final Offer Notice") each Rightholder within three (3) Business Days following the expiration of the Rightholder Notice Period, with copy to the Company, of the number of Offered Interests which such Rightholder has agreed to purchase pursuant to this Section 5.2. The closing of the sale of the applicable Offered Interests to the Company and/or the Exercising Rightholders shall take place at 10:00 a.m. on the tenth (10th) Business Day after the expiration of the Rightholder Notice Period unless the parties agree on a different place or time. Each the Company and each Rightholder, as applicable, shall, at the closing, deliver to the Selling ROFO Member payment in full in immediately available funds for the Offered Interests purchased by it; it being further agreed that no portion of the purchase price shall be subject to any escrow or holdback.

At such closing, all the parties to the transaction shall execute such additional documents as are otherwise necessary or appropriate.

(g) At the closing contemplated by Section 5.2(f) above, the Selling ROFO Member shall provide customary representations, warranties, covenants and indemnities in its individual capacity in connection with such transaction; provided, however, that such representations, warranties, covenants and indemnities shall be limited to customary fundamental representations and warranties regarding (i) its brokers and finders, (ii) title to its Offered Interests, free and clear of all liens, claims and encumbrances (other than those arising under applicable securities laws and this Agreement), (iii) its authority, power and right to enter into and consummate the transaction without violating any other material agreement or applicable law, (iv) its power and right to enter into and consummate the transaction without the consent of a Governmental Authority or Person and (v) the absence of any required consents for it to enter into and consummate the transaction and the absence of any registration requirements in connection therewith. The Selling ROFO Member's liability under the definitive transfer agreement with respect to such transaction will not exceed the total purchase price received by the Selling ROFO Member in such transaction except for liability resulting from fraud or knowing and willful breach. In no event shall any Affiliate (other than any Affiliate of such Selling ROFO Member which Affiliate itself is Transferring Voting Interests in such transaction) of such Selling ROFO Member be liable under such transaction, in any respect.

5.3 Tag-Along Rights.

(a) Without limiting the other terms and conditions hereof, if at any time one or more Members (a "Tag-Along Seller") propose to Transfer fifteen percent (15%) or more of the outstanding Voting Interests (but less than one hundred percent (100%) of the Voting Interests), in a single transaction or series of related transactions (other than any Drag-Along Transaction or any Transfers by a Member to any Affiliates of such Member, a "Tag-Along Sale", and the purchaser involved in such transaction(s), the "Tag-Along Purchaser"), then, following compliance by the Tag-Along Seller with Section 5.2, each other Member (other than Affiliates of a Tag-Along Seller) (each, a "Tag-Along Rightholder") shall have the right to make an offer to sell to such Tag-Along Purchaser, at the same price (subject to Section 5.3(b)) and upon the same terms and conditions set forth in the Tag-Along Notice (as defined below), a number of Voting Interests held by such Tag-Along Rightholder (the "Tag-Along Offered Interests") equal to the product obtained by multiplying (i) the total number of Voting Interests owned by such Tag-Along Rightholder at the Tag-Along Record Date (as defined below) by (ii) a fraction, the numerator of which is the number of Voting Interests intended to be sold by the Tag-Along Seller in such Tag-Along Sale and the denominator of which is the total number of Voting Interests owned by such Tag-Along Seller at the Tag-Along Record Date.

(b) The Tag-Along Seller shall give written notice to the Company of each proposed Transfer by it that gives rise to the rights of the Tag-Along Rightholders set forth in this Section 5.3, at least thirty (30) days prior to the proposed consummation of such Transfer and the Company, within three (3) Business Days after receiving notice from such Tag-Along Seller, shall give notice of such Transfer to each Tag-Along Rightholder. The close of business on the tenth (10th) Business Day following the date that each notice is given by the Company shall be deemed to be the "Tag-Along Record Date". The notice provided by the Tag-Along Seller, and forwarded by the Company, shall set forth in reasonable detail, based on information available to the Tag-Along Seller, the name of such Tag-Along Seller, the number of Voting Interests that will be held by such Tag-Along Seller as of the Tag-Along Record Date and the number and class of Voting Interests proposed to be sold by such Tag-Along Seller, the name of and contact information for the proposed Tag-Along Purchaser (including any material relationships with the Company or any Tag-Along Seller), the proposed amount and form of consideration and terms and conditions of payment offered by such Tag-Along Purchaser, the percentage

(or a reasonable estimate of the minimum and maximum percentage) of its Voting Interests that such Tag-Along Rightholder may sell to such Tag-Along Purchaser (determined in accordance with Section 5.3(a)) and the purchase price per Common Interest or Nexus Incentive Interests (or a reasonable estimate of the maximum and minimum per share purchase price) (the “Tag-Along Notice”). Where the Tag-Along Seller is seeking to sell Common Interests, the purchase price per Nexus Incentive Interest to be set forth in the Tag-Along Notice shall equal that amount that each Nexus Incentive Interest would receive if the entire equity valuation of the Company, as implied by the price per Common Interest, were distributed pursuant to Section 4.1. The tag-along rights provided by this Section 5.3 must be exercised by any Tag-Along Rightholder wishing to sell Tag-Along Offered Interests no later than the Tag-Along Record Date, which exercise shall be by delivery of a written irrevocable offer (the “Tag-Along Rightholder’s Offer”) to the Tag-Along Seller and the Company indicating such Tag-Along Rightholder’s wish to have its Tag-Along Offered Interests included in the Tag-Along Sale and specifying the number and class of Tag-Along Offered Interests (up to the maximum number of Tag-Along Offered Interests as determined in accordance with Section 5.3(a)) it wishes to sell; provided that any Tag-Along Rightholder may waive its tag-along rights under this Section 5.3 with respect to such Tag-Along Sale prior to the expiration of such ten (10) Business Day period by giving written notice thereof to the Tag-Along Seller, with a copy to the Company (and failure to deliver a Tag-Along Rightholder’s Offer by the Tag-Along Record Date will be deemed to be a waiver of such Tag-Along Rightholder’s tag-along rights under this Section 5.3 with respect to such Tag-Along Sale). Subject to the other terms herein, delivery of the Tag-Along Rightholder’s Offer will constitute an irrevocable binding commitment by such Tag-Along Rightholder to sell the number of Tag-Along Offered Interests specified in such Tag-Along Rightholder’s Offer on the terms set forth in the Tag-Along Notice.

(c) The Tag-Along Seller shall attempt to obtain the inclusion in the proposed Tag-Along Sale of the entire number of Tag-Along Offered Interests that the Tag-Along Rightholders timely elect to have included in such Tag-Along Sale. If the Tag-Along Seller is unable to obtain such inclusion of all such Tag-Along Offered Interests, then (i) the number of Tag-Along Offered Interests to be sold in such Tag-Along Sale shall be allocated on a pro rata basis among the Tag-Along Seller and each Tag-Along Rightholder who shall have timely elected to participate in such Tag-Along Sale in proportion to the total number of Voting Interests offered and eligible to be sold in the Tag-Along Sale by each such Member or (ii) the Tag-Along Seller shall be permitted to sell its Voting Interests in such Tag-Along Sale provided that it purchases, for the same price and upon the same terms, from each Tag-Along Rightholder who shall have timely elected to participate in such Tag-Along Sale the number of Voting Interests that such Tag-Along Rightholder could have included in such Tag-Along Sale.

(d) The Tag-Along Rightholders shall make or provide the same representations, warranties, covenants (other than non-competes and restrictive covenants), indemnities and agreements the Tag-Along Seller makes or provides in connection with the Tag-Along Sale (except that in the case of representations, warranties, covenants, indemnities and agreements pertaining specifically to the Tag-Along Seller, the Tag-Along Rightholders shall make the comparable representations, warranties, covenants, indemnities and agreements pertaining specifically to them). The liability of any Tag-Along Rightholder shall be capped at the proceeds actually received in such sale by such Tag-Along Rightholder and no Tag-Along Rightholder shall be required to enter into noncompetition, non-solicitation or similar restrictive covenants and each Tag-Along Rightholder’s liability shall be several and not joint. If (i) the Tag-Along Seller has not consummated the Tag-Along Sale within forty-five (45) days of the delivery to the Company of the related Tag-Along Notice (for any reason other than the failure of a Tag-Along Rightholder to sell its Voting Interests under this Section 5.3) or (ii) the terms and conditions of the Tag-Along Sale shall change, in any respect, from those in the Tag-Along Notice, then the Tag-Along Notice and any Tag-Along Rightholder’s Offer shall be null and void and it shall be necessary for a separate Tag-Along Notice to be furnished and the terms and provisions of this Section 5.3 separately complied with, in order to subsequently consummate such proposed Tag-Along

Sale pursuant to this Section 5.3; provided, however, that the Tag-Along Notice and the Tag-Along Rightholder's Offers shall not be null and void if the Tag-Along Seller receives the unanimous written consent of each of the Tag-Along Rightholders agreeing to an extension and/or revised terms. Notwithstanding any other provision of this Section 5.3, there shall be no liability on the part of any Tag-Along Seller to any other Member arising from the failure of any Tag-Along Seller to consummate the Tag-Along Sale for any reason and the decision to consummate such Tag-Along Sale shall be in the sole discretion of the Tag-Along Seller.

5.4 Drag-Along Right.

(a) If one (1) or more Members holding a majority of the outstanding Voting Interests (such Members, the "Selling Members") propose to consummate a Drag-Along Transaction with a Potential Purchaser in a bona fide transaction, the Selling Members may, at their option, require the other Members (the "Compelled Members") to sell to the Potential Purchaser the same portion of its own Voting Interests as is being sold by the Selling Members in such transaction, or otherwise participate in such transaction, on the same terms and conditions upon which the Selling Members propose to enter into such sale (a "Drag-Along Sale"), subject to the other provisions of this Section 5.4. "Drag-Along Transaction" means: (a) any merger, recapitalization, consolidation or restructuring or any other transaction that would result in a change of control of the Company; (b) a sale or other disposition of all or substantially all of the assets of the Company and its Subsidiaries (together as a whole) to be followed promptly by a dissolution with respect to the Company or a distribution to the Members of all or substantially all of the net proceeds of such disposition after payment or other satisfaction of liabilities and other obligations of the Company and its Subsidiaries; or (c) the sale of fifty percent (50%) or more of the outstanding Voting Interests in a single transaction or series of related transactions. Notwithstanding the foregoing, any Transfers solely among Members, on one hand, and Affiliates of such Members, on the other hand, shall be excluded from the definition of "Drag-Along Transaction".

(b) The Selling Members shall provide a written notice (the "Drag-Along Notice") of such Drag-Along Sale to each of the Compelled Members, with a copy to the Company, not later than ten (10) Business Days prior to the proposed consummation of the Drag-Along Sale by the Potential Purchaser. The Drag-Along Notice shall contain written notice of the exercise of the rights of the Selling Members pursuant to Section 5.4(a), setting forth the applicable form of consideration, and price per Common Interest and Nexus Incentive Interest, to be paid by the Potential Purchaser and all other material terms and conditions of the Drag-Along Sale and a copy of the definitive purchase agreement or similar document providing for the Drag-Along Sale. The purchase price per Nexus Incentive Interest to be set forth in the Drag-Along Notice shall equal that amount that each Nexus Incentive Interest would receive if the entire equity valuation of the Company, as implied by the price per Common Interest, were distributed pursuant to Section 4.1.

(c) At the closing of the Drag-Along Sale, the Potential Purchaser shall remit to each Compelled Member the total consideration due such Compelled Member in respect of the Voting Interests sold by such Compelled Member in the Drag-Along Sale, less a pro rata portion of any amounts to be held in escrow or subject to an earn-out or similar provision and of the expenses (including reasonable documented legal expenses) incurred by the Selling Members in connection with such sale for the benefit of and on behalf of all the Selling Members.

(d) If the Selling Members shall not have completed the Drag-Along Sale on the later of (i) the date that is one hundred twenty (120) calendar days following delivery of the Drag-Along Notice and (ii) the fifth Business Day following the expiration or termination of all waiting periods under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and receipt of all requisite consents or approvals under any other applicable regulatory regimes, to the extent applicable to such

Drag-Along Sale, then no Member shall have any obligation with respect to the Drag-Along Sale set forth in such Drag-Along Notice; provided that the provisions of this Section 5.4 shall apply to any subsequent Drag-Along Sale.

(e) Except as expressly provided in this Section 5.4, the Selling Members shall have no obligation to any Compelled Member to consummate any Drag-Along Sale (it being understood that any and all such decisions shall be made by the Selling Members in their sole discretion). In the event that the Drag-Along Sale is not consummated by the Selling Members, the Compelled Members shall not be entitled to sell or otherwise dispose of any of their Voting Interests directly to any third party or parties pursuant to such Drag-Along Sale (it being understood that all such sales and other dispositions shall be made only on the terms and pursuant to the procedures set forth in this Article V).

(f) In furtherance of, and not in limitation of, the foregoing, in connection with any Drag-Along Sale, each Member will (i) to the fullest extent permitted by law, raise no objections in its capacity as a Member against the Drag-Along Sale or the process pursuant to which it was arranged and waive all dissenters rights, appraisal rights and similar rights in connection with the Drag-Along Sale, (ii) vote or provide its written consent with respect to all of its Voting Interests in favor of the transaction pursuant to which the Transfer is effected and (iii) execute all documents containing terms and conditions consistent with the provisions of this Section 5.4 which are also executed by the Selling Members and are reasonably necessary to effect the transaction; provided, however, that no Compelled Member shall be required to enter into a release or non-compete or non-solicitation or no-hire provision, an exclusivity provision or any other provision that is not a strictly financial term related directly to such Drag-Along Sale; provided further that (A) the liability of the Members shall be several and not joint, (B) no Compelled Member shall have any liability to the Company or any other Member for any breaches of the representations, warranties or covenants of any other Member or the fraud or willful misconduct of any other Member, (C) any obligations of a Compelled Member under the agreement governing such transaction and any related escrow agreement shall be borne pro rata among the Members based on the proceeds and assets payable to such Members in such transaction (other than with respect to representations and warranties that relate specifically to a particular Member or its Voting Interests, which obligations shall be borne solely by such Member) and shall in no event exceed the actual proceeds and assets received by such Compelled Member in such transaction, and (D) no Compelled Member shall be required to make any representations or warranties or covenants in connection with such transaction except, as applicable, with respect to (1) such Compelled Member's ownership of such Compelled Member's Voting Interests, (2) subject to the provisions of clauses (B) and (C) above, customary security holder indemnities for breaches of such Compelled Member's representations, warranties and covenants, (3) such Compelled Member's ability to convey title to such Compelled Member's Voting Interests free and clear of liens, (4) such Compelled Member's ability, power and authority to enter into the transaction, and (5) customary and reasonable covenants regarding confidentiality, publicity and similar matters that are consistent with those set forth in this Agreement.

(g) Notwithstanding anything in this Section 5.4 to the contrary, if the Selling Members or any of their respective Representatives, directly or indirectly, receive any consideration from the Potential Purchaser or any of the Potential Purchaser's Affiliates in connection with, or pursuant to oral or written agreements entered into substantially contemporaneously with, a Drag-Along Sale (including any payment for non-compete covenants, consulting arrangements or advisory or transaction services) other than (i) the consideration that is received by the Compelled Members on a pro rata basis as part of the Drag-Along Sale in accordance with Section 5.4(h) and (ii) consideration that is received by any Member for bona fide services rendered to the Company for periods commencing following the closing of a Drag-Along Sale on an arm's-length basis, then the Selling Members shall cause each of the Compelled Members to receive their pro rata share, determined by reference to the respective amounts of

consideration otherwise payable to each Member (including the Selling Members) as part of the Drag-Along Sale, of such consideration.

(h) All Members shall receive the same type and amount of consideration per share of Voting Interests in connection with a Drag-Along Sale (or if any Member is given an option as to the form of consideration to be received, all other Members shall be given the same option on the same terms).

(i) Notwithstanding anything in this Section 5.4 to the contrary, a Member may elect to have this Section 5.4(i) apply to a Drag-Along Transaction, and if a Member makes such election by providing notice to the Company of such election, the maximum amount payable to such Member that elects to have this provision apply to such Member (a "Listing Rules Member") pursuant to a sale or other disposition of such Listing Rules Member's Voting Interests and over which the applicable Listing Rules Member does not have sole discretion as to whether to enter into and consummate the applicable sale (including a Drag-Along Sale) (a "Listing Rules Subject Sale") shall be either (a) the minimum amount that would result in such Listing Rules Subject Sale constituting a UK Class 2 Transaction minus one pound Sterling (£1.00) or (b) such other amount as such Listing Rules Member notifies to the Company in writing from time to time; provided that Barclays is hereby deemed to be a Listing Rules Member for purposes of this section and is not required to provide notification to the Company of its election as such.

5.5 Company Sale Right.

(a) At any time from and after the sixth (6th) anniversary of the date of this Agreement, Nexus, for so long as Nexus holds at least the Nexus Minimum Holdings, may, upon the written notice to the Board, cause the Company to pursue a Sale of the Company (a "Sale Process"), including:

(i) (A) selecting an investment bank, providing confidential information to such investment bank and potential acquirers (pursuant to a confidentiality agreement), undertaking an auction or other sale process, selecting the winning bidder and negotiating the requisite documentation, and (B) assisting in the negotiation of the requisite documentation and preparation of schedules;

(ii) providing confidential information and making the Company's properties, books and records, and other assets reasonably available for inspection by potential acquirers (pursuant to confidentiality agreements);

(iii) establishing a physical or electronic data room including materials customarily made available to potential acquirers in connection with such processes; and

(iv) making the Company's corporate office employees (including the chief executive officer) reasonably available for presentations, interviews and other diligence activities.

(b) If the Sale Process results in a proposed Sale of the Company that is approved by the Board in accordance with the terms and conditions of this Agreement, the Company may engage in such Sale of the Company, and each Member will (i) to the fullest extent permitted by law, raise no objections in its capacity as a Member against such Sale of the Company or the Sale Process and waive all dissenters rights, appraisal rights and similar rights in connection with such Sale of the Company, (ii) vote or provide its written consent with respect to all of its Voting Interests in favor of the transaction pursuant to which the Transfer is effected and (iii) execute all documents containing terms and

conditions consistent with the provisions of this Section 5.5(b) which are reasonably necessary to effect the transaction; provided, however, that no Member shall be required to enter into a release or non-compete or non-solicitation or no-hire provision, an exclusivity provision or any other provision that is not a strictly financial term related directly to such Sale of the Company. All Members shall receive the same type and amount of consideration per share of Common Interests in connection with a Sale of the Company pursuant to this Section 5.5 (or if any Member is given an option as to the form of consideration to be received, all other Members shall be given the same option on the same terms). However, holders of Nexus Incentive Interests shall receive the purchase price per Nexus Incentive Interest equal that amount that each Nexus Incentive Interest would receive if the entire equity valuation of the Company, as implied by the price per Common Interest, were distributed pursuant to Section 4.1.

5.6 Preemptive Rights.

(a) If the Company or any Subsidiary shall propose to issue and sell Common Interests, other equity securities of the Company or any Subsidiary, or securities convertible into or exchangeable therefor (collectively, the “New Securities”), or enter into any contracts relating to the issuance or sale of any New Securities to any Person (the “Subject Purchaser”), in each case, other than with respect to Excluded Issuances, each Member who, together with its Affiliates, at the time of such proposed sale or issuance holds at least one percent (1%) of all issued and outstanding Voting Interests (for the purposes of this Section 5.6, a “Preemptive Rightholder”) shall have the right (a “Preemptive Right”) to purchase such Preemptive Rightholder’s pro rata portion (based on ownership of Voting Interests) of the New Securities at the same price and on the same other terms proposed to be issued and sold (the “Preemptive Percentage”). The Company shall offer to sell to any such Preemptive Rightholder its Preemptive Percentage of such New Securities (the “Offered Preemptive Securities”) and to sell to any such Preemptive Rightholder such of the Offered Preemptive Securities as shall not have been subscribed for by the other Preemptive Rightholders as hereinafter provided, at the price and on the terms described above, which shall be specified by the Company in a written notice delivered to any such Preemptive Rightholder which such notice shall also state (x) the number of New Securities proposed to be issued and (y) the portion of the New Securities available for purchase by such Preemptive Rightholder (the “Preemptive Offer”). The Preemptive Offer shall by its terms remain open for a period of at least ten (10) days from the date of receipt thereof and shall specify the date on which the Offered Preemptive Securities will be sold to accepting Members (which shall be at least fifteen (15) but not more than one hundred and fifty (150) days from the date of the Preemptive Offer). The failure of any Preemptive Rightholder to respond to the Preemptive Offer during the ten (10) day period shall be deemed a waiver of such Preemptive Rightholder’s Preemptive Right in connection with the sale of such Offered Preemptive Securities.

(b) Each such Preemptive Rightholder shall have the right, during the period of the Preemptive Offer, to purchase any or all of its Preemptive Percentage of the Offered Preemptive Securities at the purchase price and on the terms stated in the Preemptive Offer. Notice by any Preemptive Rightholder of its acceptance, in whole or in part, of a Preemptive Offer shall be in writing (a “Notice of Acceptance”) signed by such Preemptive Rightholder and delivered to the Company prior to the end of the specified period of the Preemptive Offer, setting forth the Offered Preemptive Securities such Preemptive Rightholder elects to purchase.

(c) Each such Preemptive Rightholder shall have the additional right to offer in its Notice of Acceptance to purchase any of the Offered Preemptive Securities not accepted for purchase by any other Preemptive Rightholders, in which event such Offered Preemptive Securities not accepted by such other Preemptive Rightholders shall be deemed to have been offered to and accepted by the Members exercising such additional right under this paragraph (c) pro rata in accordance with their respective Preemptive Percentage (determined without regard to those Preemptive Rightholders not

electing to purchase their full respective Preemptive Percentage under the foregoing paragraph (a)) on the same terms and conditions as those specified in the Preemptive Offer, but in no event shall any such electing Preemptive Rightholder be allocated a number of New Securities in the Company in excess of the maximum number of Offered Preemptive Securities such Member has elected to purchase in its Notice of Acceptance.

(d) At the closing of the purchase of New Securities subscribed for by the Members under this Section 5.6 the Company shall deliver certificates (if the Company has elected to issue certificates) representing the New Securities, and such New Securities shall be issued free and clear of all liens and the Company shall so represent and warrant, and further represent and warrant that such New Securities shall be, upon issuance thereof to the Members that elected to purchase New Securities and after payment therefor, duly authorized, validly issued, fully paid and non-assessable. Each Preemptive Rightholder purchasing the New Securities shall deliver at the closing payment in full in immediately available funds for the New Securities purchased by it. At such closing, all of the parties to the transaction shall execute (including the Company in respect of any Voting Interests in the event that any Member fails to do so within a reasonable time) such additional documents as are otherwise necessary or appropriate.

(e) In its discretion, the Board may impose other reasonable and customary terms and procedures, such as setting a closing date, rounding the number of New Securities covered by this Section 5.6 to the nearest whole number or dollar of New Security, as applicable, and requiring customary closing deliveries in connection with any Preemptive Offer.

(f) Sale to Subject Purchaser. In the case of any Preemptive Offer, if Notices of Acceptance given by the Members do not cover in the aggregate all of the Offered Preemptive Securities, the Company may during the period of ninety (90) days following the date of expiration of such Preemptive Offer sell to any other Person or Persons all or any part of the New Securities not covered by a Notice of Acceptance, but only on terms and conditions that are no more favorable to such Person or Persons or less favorable to the Company than those set forth in the Preemptive Offer. If such sale is not consummated within such ninety (90) day period for any reason, then the restrictions provided for herein shall again become effective, and no issuance and sale of New Securities may be made thereafter by the Company without again offering the same in accordance with this Section 5.6. The closing of any issuance and purchase pursuant to this Section 5.6 shall be held at a time and place as the parties to the transaction may agree.

(g) Preemptive Rights Exception. Notwithstanding anything to the contrary herein, if the Board, acting in good faith, determines that it would be in the best interests of the Company to issue New Securities which would otherwise be required to be offered to the Members under this Section 5.6 prior to making such offer, the Company may issue such New Securities to a Person (an "Accelerated Acquirer") without first complying with the procedures set forth in Section 5.6(a); provided, however, that within ten (10) Business Days after the closing of such issuance, the Company shall provide to each Preemptive Rightholder: (i) written notice of such issuance and the Preemptive Offer required by Section 5.6(a) and (ii) the Preemptive Right to purchase such Member's Preemptive Percentage of the New Securities that such Member would have been entitled to purchase pursuant to the procedures set forth in Section 5.6(a), Section 5.6(b), and Section 5.6(c) had this Section 5.6(g) not been invoked, subject to such eligible Member's delivery of a Notice of Acceptance pursuant to Section 5.6(b) prior to the later of the end of the specified period of the Preemptive Offer and five (5) Business Days after receipt of notice of the Preemptive Offer, and which shall be on the same terms and conditions provided in the provisions of this Section 5.6 relating to the Preemptive Right, the closing of such purchase to take place as soon as reasonably practicable. If one or more Members exercise the election to make a purchase, the Company shall give effect to each such exercise by (i) requiring that the Accelerated Acquirer (in which case the

Accelerated Acquirer hereby agrees to) sell down a portion of its New Securities, (ii) issuing additional New Securities to such Member or (iii) a combination of (i) and (ii), so long as such action effectively provides such Member with the same number of New Securities that such Member would have been entitled to had this Section 5.6(g) not been invoked.

5.7 Debt Preemptive Rights.

(a) In the event the Company or any of its Subsidiaries issues any debt securities to, or borrows money (in the form of a Term Loan or otherwise) from, one or more Members or their Affiliates directly or indirectly, other than: (1) borrowings under the Company's and its Subsidiaries' existing credit facilities, or (2) borrowings in which Jefferies is acting in its capacity as lender or arranger and at least five (5) Directors (not counting the Industry Director for this purpose) have approved waiver of the preemptive rights set forth in this Section 5.7 with respect to such loan, each Member who, at the time of such proposed sale or issuance holds at least one percent (1%) of all issued and outstanding Voting Interests (for the purposes of this Section 5.7, each "Debt Right Holder") shall have the right to purchase or lend up to an amount of such debt securities or borrowed amounts (its "Allocated Share") equal to (1) the product of (x) the principal amount of debt securities being issued or the principal amount being borrowed, as applicable, and (y) such Debt Right Holder's Percentage Interest. If the Company intends to issue any debt securities to, or borrow money from, one or more Members or their Affiliates, directly or indirectly, the Company shall deliver a written notice (a "Debt Preemptive Rights Notice") to the Debt Right Holders specifying (i) the amount of its Allocated Share, (ii) the anticipated closing date; and (iii) any other material terms of such issuance or borrowing.

(b) Within five (5) Business Days following receipt of a Debt Preemptive Rights Notice, each Debt Right Holder shall deliver to the Company a written notice (a "Debt Exercise Notice") (i) indicating whether it will exercise its right to participate in the offering or borrowing and (ii) specifying the principal amount it wishes to purchase or lend in connection therewith up to its Allocated Share. If any Debt Right Holder fails to deliver a Debt Exercise Notice to the Company within such fifteen (15) Business Day period, such Debt Right Holder shall be deemed to have elected not to participate in such offering or borrowing.

(c) To the extent any Debt Right Holder fails to exercise fully its aggregate Preemptive Rights granted pursuant to this Section 5.7 with respect to such offering or borrowing, the Company shall have ninety (90) days thereafter to sell such debt securities or borrow such amounts upon terms not materially more favorable, taken as a whole (as determined conclusively by the Board in good faith), than specified in the Debt Preemptive Rights Notice.

(d) The Preemptive Rights set forth in this Section 5.7 may not be assigned or transferred, except that such right may be assigned by any Debt Right Holder to any Affiliate of such Debt Right Holder.

5.8 General Restrictions on Transfer; Admission of New Members.

(a) Any Person acquiring one or more Voting Interests from the Company or from any Member in accordance with this Agreement shall, unless such acquiring Person is already a Member as of immediately prior to such acquisition, be admitted to the Company as a Member only upon execution of a joinder to this Agreement substantially in the form attached hereto as Exhibit D.

(b) Notwithstanding anything to the contrary contained in this Agreement, no Transfer of Voting Interests issued to a Member pursuant to the Plan or in connection with the exercise of the Warrants shall be made if such Transfer or issuance (i) would result in any circumstances that the

Board determines could require the Company to file reports under the Exchange Act, (ii) would violate any state or U.S. federal securities laws, (iii) would require the Company to register as an investment company under the Investment Company Act of 1940, as amended, (iv) would require the Company to register as an investment adviser under state or U.S. federal securities laws, or (v) would, as reasonably determined by the Board, cause the Company to be treated as a publicly traded partnership for U.S. federal income tax purposes. If any Member purports to Transfer Voting Interests to any Person in a transaction that would violate the provisions of this Article V or that would violate any applicable federal or state securities law, such Transfer shall be void *ab initio* and of no effect.

(c) No Transfer of Voting Interests may be made to any Competitor of the Company without the approval of the Board, other than in a Drag-Along Sale in accordance with Section 5.4 or a Sale of the Company pursuant to Section 5.5.

5.9 Resignation. No Member shall have the right or power to resign, withdraw or retire from the Company, except upon a Transfer of all of such Member's Voting Interests in compliance with and subject to, the provisions of this Article V.

5.10 Record of Members. The Board shall be responsible for maintaining, at the Company's principal place of business, an up-to-date list of all Members ("Member List"), which shall reflect the name of each Member and the number Voting Interests and Percentage Interest held by such Member. The Board shall be required to update the Member List and Exhibit B of this Agreement from time to time so as to accurately reflect the information contained thereon upon (a) the resignation of a Member, (b) the admission of a new Member or (c) any change in the number of Voting Interests owned by a Member.

5.11 Registration Rights. The Members shall have the registration rights, and Transfers shall be subject to terms and conditions, set forth on Annex I, which is hereby made part of this Agreement as if it was set forth in full in this Section 5.11.

5.12 Mandatory Repurchase of Interests. Notwithstanding any provisions hereof to the contrary, in the event that a Member determines in its sole discretion that (i) the holding of any rights, interests or obligations with respect to the Company or this Agreement will or could be unlawful or a breach of any Banking Laws or any other applicable laws, whether U.S. or foreign, or (ii) there has been, is, or could be, an act, matter, event or circumstance related to the Company that results in or could result in damage to the reputation of the Member or any of its Affiliates, upon prior written notice to the Company, the Member shall have the right to require the Company to repurchase its rights, interests and obligations with respect to this Company or this Agreement for \$1.00. In connection with a Sale of the Company, the Company shall cause the terms of the Voting Interests to include provisions which give effect to the Member's rights provided in this Section 5.12.

Article VI **Governance**

6.1 Board of Directors

(a) Except for situations in which the approval of any Member is required by this Agreement, management of the Company shall be vested in the Board. "Board" means all the Persons elected and serving from time to time as the Board in accordance with Section 6.1(b) and Section 6.2. Each member of the Board is referred to as a "Director". There is no limit on the number of terms a

Director may serve on the Board and a Director need not be a resident of the State of Delaware or a Member of the Company.

(b) Subject to the provisions of Section 6.13 to the extent applicable, (i) this Agreement is not intended to, and does not, create or impose any fiduciary duty on any Director, and each of the Members and the Company hereby waive any and all fiduciary duties that, absent such waiver, may be implied by applicable law and, in doing so, acknowledge and agree that the duties and obligations of each such Director to the Company are only as expressly set forth in this Agreement, and (ii) the provisions of this Agreement, to the extent that they restrict the duties and liabilities of any Director otherwise existing at law or in equity, are agreed by the Members and the Company to replace such other duties and liabilities of any such Director. Each Director's liability to the Company, any Member, any other Director or any other Person for breach of duties (including fiduciary duties) to the Company, any Members, any other Directors or any other Person by reason of or arising from or relating to the operations, business or affairs of, or any action taken or failure to act on behalf of, the Company, shall be limited to the fullest extent permitted by Delaware law, except to the extent that it is determined by a final, non-appealable order of a court of competent jurisdiction that any of the foregoing was caused by a bad faith violation of the implied contractual covenant of good faith and fair dealing or actual fraud or willful misconduct, or, with respect to any criminal action or proceeding against a Director, that such Director had reasonable cause to believe such Director's conduct was unlawful.

6.2 Appointment of Directors. The Board shall consist of eight (8) Directors, of which (subject to Section 6.3):

(a) one (1) Director shall be the Chief Executive Officer of the Company (the "CEO Director"), who initially shall be [●];

(b) three (3) Directors shall be appointed by Nexus (the "Nexus Director"), who initially shall be [●], [●] and [●]; provided that in the event the Percentage Interest of Nexus (collectively with its Affiliates) is (i) 30% or greater, than Nexus shall have the right to appoint three (3) Directors, (ii) is less than 530% but greater than 3015%, Nexus shall have the right to appoint two (2) Nexus Directors, and one (1) Nexus Director shall immediately resign from the Board, (iii) is less than 15% but greater than 7.5%, Nexus shall have the right to appoint one (1) Nexus Director, and any additional Nexus Directors shall immediately resign from the Board, and (iiiiv) is less than 7.5%, Nexus shall lose the right to appoint an Nexus Director and all Nexus Directors shall immediately resign from the Board;

(c) one (1) Director shall be appointed by the mutual agreement of both Jefferies and Mockingbird (the "Jefferies/Mockingbird Director"). ~~As soon as either~~ To the extent that Jefferies ~~and/or~~ Mockingbird, as the case may be, Transfers more than fifty percent (50%) its respective Percentage Interests as of the Effective Date to Persons other than their respective Affiliates (including Related Funds) that does not result in the Transfer of such Member's respective Designation Rights as set forth in Section 6.3(b) (the Member making such a Transfer, the "Exiting Designating Member"), immediately following such Transfer, the Jefferies/Mockingbird Director shall be selected solely by the non-Exiting Designating Member for so long as such non-Exiting Designating Member holds at least the lesser of (i) 75% of its Percentage Interest as of the Effective Date and (ii) the number of Voting Interests such non-Exiting Designating Member held on the date it was notified that the Exiting Designating Member had agreed to, or consummated, the Transfer resulting in its loss of its Designation Right (the "Remaining Designation Threshold"); provided, however, that the Remaining Designation Threshold shall be no less than 50% of the non-Exiting Designating Member's Percentage Interest as of the Effective Date. Once the non-Exiting Designating Member ceases to have a Percentage Interest in excess of the Remaining Designation Threshold, the Jefferies/Mockingbird Director shall immediately resign from the Board and the Director seat formerly occupied by the Jefferies/Mockingbird Director shall be

filled pursuant to Section 6.3(d). For the avoidance of doubt, to the extent either Jefferies or Mockingbird Transfers its Designation Right in compliance with Section 6.3(b), the Transferee of such Designation Right shall not be deemed to be an Exiting Designating Member and shall thereafter, in all respects, assume the same rights of Jefferies or Mockingbird, as the case may be, as set forth in this Agreement and be subject to the same conditions (including as set forth in this Section 6.2(c)) as set forth in this Agreement. The initial Jefferies/Mockingbird Director shall initially be [●];

(d) one (1) Director shall be appointed by the mutual agreement of both Golub and Soundpoint (the “Golub/Soundpoint Director”). ~~As soon as either~~ To the extent that Golub ~~and~~ Soundpoint Transfers more than fifty percent (50%) its respective Percentage Interests as of the Effective Date to Persons other than their respective Affiliates (including Related Funds) that does not result in the Transfer of such Member’s respective Designation Rights as set forth in Section 6.3(b), immediately following such Transfer, the Golub/Soundpoint Director shall be selected solely by the non-Exiting Designating Member for so long as such non-Exiting Designating Member holds at least the lesser of (i) 75% of its Percentage Interest as of the Effective Date and (ii) the Remaining Designation Threshold; provided, however, that the Remaining Designation Threshold shall be no less than 50% of the non-Exiting Designating Member’s Percentage Interest as of the Effective Date. Once the non-Exiting Designating Member ceases to have a Percentage Interest in excess of the Remaining Designation Threshold, the Golub/Soundpoint Director shall immediately resign from the Board and the Director seat formerly occupied by the Golub/Soundpoint Director shall be filled pursuant to Section 6.3(d). . For the avoidance of doubt, to the extent either Golub or Soundpoint Transfers its Designation Right in compliance with Section 6.3(b), the Transferee of such Designation Right shall not be deemed to be an Exiting Designating Member and shall thereafter, in all respects, assume the same rights of Golub or Soundpoint, as the case may be, as set forth in this Agreement and be subject to the same conditions (including as set forth in this Section 6.2(c)) as set forth in this Agreement. The initial Golub/Soundpoint shall initially be [●];

(e) one (1) Director who is an industry expert and independent from the Company and any of its Affiliates (the “Independent Director”) and who shall initially be [●] (the “Initial Independent Director”). Upon the resignation or removal of the Initial Independent Director, each subsequent Independent Director shall be selected a vote of the Board; and

(f) one (1) Director who is a [a nurse, or otherwise affiliated with [●]] (the “Industry Director”). For the avoidance of doubt, the Industry Director shall not be entitled to vote on any matters which come before the Board, and shall not be counted for the purposes of calculating a quorum pursuant to Section 6.8, or whether a matter has received the approval of a majority of the Board. Upon the resignation or removal of the Industry Director by the Board pursuant to Section 6.4, each subsequent Industry Director shall be selected by the Board.

6.3 Designation Right.

(a) Each right of an individual Member to designate or nominate a Director shall be deemed a “Designation Right.” For the avoidance of doubt, any Director seat not subject to a Designation Right shall be filled by (i) a majority of the holders of the issued and outstanding Voting Interests acting by written consent or (ii) a plurality vote of the holders of the issued and outstanding Voting Interests at a special or annual election of such Director (each such Director, a “Common Director”).

(b) Transfer of Designation Rights. A Member who holds a Designation Right may transfer such right in connection with a Transfer of Voting Interests representing more than fifty percent (50%) of the Voting Interests such Member holds as of the Effective Date in a single Transfer or a series of Transfers. Notwithstanding the foregoing, in the event that a Member Transfers more than fifty

percent (50%) of its Voting Interests to the Company, the Designation Right shall not transfer and the respective Director shall either (i) be replaced with a Common Director pursuant to Section 6.3(d), or (ii) subject to Section 6.2, in the event a Designation Right is shares between two Members, then the Designation Right shall become the sole right of the non-Transferring Member. For the avoidance of doubt, the foregoing transfer of such Designation Right shall remain subject to the same fall-aways, and to the requirements to designate jointly, as set forth in Section 6.2.

(c) Right to Appoint Observer. If a Member who holds a Designation Right: (i) appoints a Director who is not employed by or otherwise affiliated with such Member, but who has, in such Member's good faith view, relevant industry or operating experience, or (ii) irrevocably waives such Designation Right, such Member shall have the right to appoint an Observer pursuant to Section 6.9. For the avoidance of doubt, if two Members jointly hold a Designation Right and the Director they designate is the employee of, or otherwise affiliated with, one such Member, the other Member shall have the right to appoint an Observer for so long as such Director continues to serve, and if the Director they designate is not the employee of, or otherwise affiliated with, either such Member, each such Member shall have the right to appoint an Observer for so long as such Director continues to serve. Notwithstanding the foregoing, if a Designation Right is shared between two Members and one Member ceases to hold a Designation Right due to a decrease in such Member's Percentage Interests as set forth in Section 6.2, neither such Member will have the right to appoint an Observer.

(d) Termination of Designation Right. If a Designation Right terminates in accordance with the terms hereof or a Member with a Designation Right irrevocably waives such Designation Right, then the Director position that had related to such Designation Right shall instead become a Common Director position; provided that the Director serving pursuant to such Designation Right at the time of its termination shall continue to serve in such position until his/her successor is duly elected pursuant to either Section 6.2 or Section 6.3(a), as applicable.

6.4 Removal of Directors. Each Director shall hold office from the time of his or her appointment until his or her resignation or removal. Each Director may be removed or replaced at any time, with or without cause, as determined by a majority vote of the Members entitled to appoint or select such Director; provided that the Industry Director may be removed by a vote of the Board.

6.5 Vacancies. Any Director may resign at any time upon written notice to the Company. Any such resignation shall take effect at the time specified therein or, if the time be not specified, upon receipt by the Company thereof, and the acceptance of such resignation, unless required by the terms thereof, shall not be necessary to make such resignation effective. In the event that any Director resigns, is removed from the Board or dies, a successor Director shall be elected in accordance with Section 6.2 to fill such vacancy.

6.6 Authority and Duties of the Board and Board Committees.

(a) Except as set forth in Sections 6.10(a), 6.10(b), 6.10(c), 6.10(d), and 9.2(b), the Board, acting as a body in accordance with the affirmative votes required by this Agreement (and no Director, individually), shall have the right, power and authority to oversee the business and affairs of the Company and to do all things necessary to manage the business of the Company, and the Board is hereby authorized to take any action of any kind and to do anything and everything the Board deems necessary or appropriate in accordance with the provisions of this Agreement and applicable law.

(b) The Board may from time to time designate one or more committees. To the extent authorized by the Board and permitted by this Agreement and applicable law, a committee shall have and may exercise specific powers of the Board in the management of the business and affairs of the

Company. For so long as Nexus has the right to appoint two (2) Directors pursuant to Section 6.2(b) (the “Nexus Minimum Holdings”), Nexus shall have the right to have one Director on each committee of the Board.

6.7 Meetings; Telephonic Meetings.

(a) The Board and any committee thereof may hold regular or special meetings within or outside of the State of Delaware. Regular meetings of the Board shall be held at least quarterly, and regular or special meetings of the Board or any committee thereof may otherwise be held from time to time, in each case at such time and at such place as may be determined by a majority of all the Directors serving on the Board or on such committee, as applicable; provided that at least seventy-two (72) hours advance notice of any such meeting shall be provided to each Director serving on the Board or such committee. Any Director may call a special meeting of the Board or of a committee thereof, as applicable, on notice of not less than seventy-two (72) hours’ advance notice to all the other Directors serving on the Board or such committee. Any notice of a regular or special meeting of the Board or a committee thereof shall be given in writing to each applicable Director, at the address provided by such Director to the Board or at such other address that such Director shall have advised the Company to use for the purpose of delivering notice, or via electronic mail. Any such notice provided shall be deemed to be given when delivered in accordance with this Section 6.7(a). Each notice of a regular or special meeting of the Board shall set forth the time, date, location and agenda for the meeting in reasonable detail and attach the relevant papers to be discussed at the meeting and all available data and information relating to matters to be discussed at the meeting.

(b) Any Director that is entitled to notice of a meeting of the Board or any committee thereof may waive such notice in writing, whether before or after the time of such meeting. Attendance by a Director at a meeting of the Board or any committee thereof shall constitute a waiver of notice of such meeting by such Director, except when such Director attends such meeting for the express purpose of objecting, at the beginning of such meeting, to the transaction of any business at such meeting because such meeting is called or convened in violation of this Agreement or any applicable law.

(c) Directors may participate in and hold a meeting of the Board by means of conference telephone or similar communications equipment by means of which all Persons participating in the meeting can hear each other. Participation in a meeting by such means shall constitute presence in Person at the meeting, except where a Director participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

6.8 Quorum; Acts of the Board and Board Committees.

(a) At all meetings of the Board, a majority of the Directors then serving on the Board, which majority must include at least one Nexus Director for so long as Nexus holds the Nexus Minimum Holdings and disregarding the Industry Director for this purpose, shall constitute a quorum for the transaction of business by the Board. At all meetings of any committee of the Board, a majority of the Directors then serving on such committee, which majority must include at least one Nexus Director for so long as Nexus holds the Nexus Minimum Holdings and disregarding the Industry Director for this purpose, shall constitute a quorum for the transaction of business by such committee. Each Director, whether in respect of matters brought before the Board or any committee thereof, shall have one (1) vote in respect of each matter submitted for consideration and approval, except that the Industry Director shall not have any votes. Except as otherwise provided in this Agreement or required by applicable law, the approval of a majority of the Directors present at any meeting of the Board (disregarding the Industry Director for this purpose), shall be required for any act of the Board. Except as otherwise provided in

this Agreement or required by the Board or applicable law, the scope of authority of any committee of the Board (including the form of charter of any such committee) and the Directors whose approval is required for any act of any committee of the Board shall be specified by the Board in resolutions establishing such committee approved in accordance with Section 6.6(b). If a quorum shall not be present at any meeting of the Board or any committee thereof, the Directors present at such meeting may adjourn the meeting from time to time, with notice of the time and place of the adjourned meeting provided to any Director who is not in attendance at the meeting, until a quorum shall be present. If a Nexus Director's presence is required to establish a quorum pursuant to this Section 6.8(a), and no Nexus Director is present for two (2) consecutive meetings called for the same purpose pursuant to written notice provided to all of the Directors pursuant to Section 6.7(a), then the presence of a Nexus Director shall no longer be required to constitute a quorum for the next meeting called for such purpose.

(b) Any action required or permitted to be taken at any meeting of the Board or any action that may be taken at a meeting of a committee of the Board may be taken without a meeting if the action is taken in writing (including by electronic transmission) by all of the Directors of the Board or of such committee, as the case may be, who are entitled to vote on such action and the writing or writings are filed with the minutes of proceedings of the Board or such committee.

(c) For so long as Nexus holds the Nexus Minimum Holdings, Nexus shall designate a chair of the Board (the "Chairman") who shall preside at all meetings of the Board. The initial Chairman shall receive compensation terms substantially consistent with those [attached as Annex I to this Agreement]. After Nexus no longer holds the Nexus Minimum Holdings, the Board shall elect the chair of the Board who shall preside at all meetings of the Board.

6.9 Observer Rights. A Member with a Designation Right may designate a non-voting observer to the Board (the "Observer") in accordance with Section 6.3(c), which Observer will be entitled (i) to attend all meetings of the Board and all committees and subcommittees thereof and (ii) to participate in the discussion of matters addressed at such meetings (including telephonically, if the Observer elects). Subject to such restrictions as the Board may establish (which may include a requirement that the Observer enter into a confidentiality agreement with the Company in form and substance satisfactory to the Board), the Observer shall receive copies of all materials provided to the members of the Board and all committees and subcommittees thereof in connection with such meetings at the same time and in the same manner as such materials are provided to such members. Notwithstanding the foregoing, (x) the Board or any committee of it may restrict any Person's attendance as an Observer at any portion of a meeting if the Board or any committee of it makes a good-faith determination that such Person has a conflict of interest with respect to the subject matter of such portion of the meeting or that the attendance by such Person at such portion of the meeting would cause the Company to lose the benefit of protection in respect of what would otherwise be privileged communications, and (y) the failure of any Observer to attend any meeting of the Board or any committee of it shall not prevent any such meeting from proceeding or otherwise affect the validity of such meeting or any actions taken at such meeting. The Observer shall receive reimbursement from the Company with respect to meetings of the Board or committees or subcommittees thereof for reasonable out-of-pocket travel expenses incurred by the Observer in connection with attendance at any and all such meetings to the same extent, and on the same general terms, as other members of the Board receive such reimbursement.

6.10 Special Approval Requirements.

(a) Notwithstanding anything to the contrary contained in this Agreement, and subject to any applicable approval requirements set forth in Section 6.10(b), Section 6.10(c) and Section 6.10(d), the following actions by the Company or any of its Subsidiaries shall require the approval of,

and shall be authorized upon obtaining the approval of, each of (i) the Board and (ii) the holders of a majority of the outstanding Voting Interests:

(i) Any Sale of the Company other than a Drag-Along Sale consummated pursuant to Section 5.4 or Section 5.5 hereof; and

(ii) Any agreement or commitment to do the foregoing.

(b) The Company and its Subsidiaries will not enter into any agreement or other transaction with any Affiliates or Members of the Company (including portfolio companies of any Members) (each, an “Interested Party”) without the approval of a majority of the Directors then serving on the Board, which majority must include at least one Nexus Director for so long as Nexus holds the Nexus Minimum Holdings and is not an Interested Party, in each case who are not affiliated with such Interested Party or any of such Interested Party’s executive officers, directors or Affiliates. For the avoidance of doubt, such approval shall not be required for (i) transactions pursuant to Section 5.6 hereof; (ii) the exchange of all or part of indebtedness into equity securities of the Company from time to time so long as such exchange is approved by the Board and offered to all equity holders who are debt holders of such instrument on a *pro rata* basis; (iii) to approve transactions with Acosta, Inc. (or any of its Affiliates) or an operating advisor of Nexus so long as the terms of any such transaction are on arm’s length terms, and (iv) the Consulting Agreement.

(c) The commencement of any liquidation, dissolution or voluntary Bankruptcy, administration, insolvency proceeding, recapitalization or reorganization of the Company or its Subsidiaries in any form of transaction, any arrangement with creditors, or the consent to entry of an order for relief in an involuntary case, or the conversion of an involuntary case to a voluntary case, or the consent to any plan of reorganization in any involuntary or voluntary case, or the consent to the appointment or taking possession by a receiver, trustee or other custodian for all or any portion of its property, or otherwise seek the protection of any applicable Bankruptcy or insolvency law shall require the approval of at least five (5) Directors (which shall not include the Industry Director), including at least one Nexus Director for so long as Nexus holds the Nexus Minimum Holdings.

(d) Notwithstanding anything to the contrary contained in this Agreement, the Company and its Subsidiaries will not take any of the following actions (each, a “Significant Approval Matter”) without the approval of (i) at least one Director that is not a Nexus Director, the CEO Director, the Industry Director or a Director with respect to which Nexus or any of its Affiliates has been assigned Designation Rights pursuant to Section 6.3(b), and (ii) each Significant Holder:

(i) approving the annual budget for any fiscal year of the Company and its Subsidiaries and the business plan;

(ii) appointing, removing or making any changes to the compensation of, the Chief Executive Officer of the Company or any employee who reports directly to the Chief Executive Officer of the Company;

(iii) entering into, amending or terminating any material contract that is not previously contemplated in the annual budget;

(iv) the establishment, adoption, entering into amendment or modification to (including increasing the authorized number of equity interests issuable thereunder) or termination of any employee incentive plan of the Company or any of its Subsidiaries;

(v) the repurchase, redemption or other retirement of any equity interests of the Company or any of its Subsidiaries other than repurchases by the Company of securities held by employees of the Company or any of its Subsidiaries upon termination of employment pursuant to the terms of any employee incentive plan or Award Agreement approved by the Board;

(vi) the guarantee, assumption, incurrence or refinancing of indebtedness for borrowed money by the Company or any of its Subsidiaries other than: (A) indebtedness incurred in the ordinary course of business under the First Lien Credit Agreement; and (B) trade indebtedness incurred in the ordinary course of business by the Company or any of its Subsidiaries;

(vii) incurring or permitting to exist, any encumbrance on any material assets of the Company or its Subsidiaries, or permitting the Company or its Subsidiaries to provide or give any loans, guarantees or security in favor of any Person, other than in the ordinary course of business in line with the First Lien Credit Agreement;

(viii) initiating, conducting, or entering into any settlement agreement or arrangement with respect to, any litigation, claims, suits, investigations, arbitrations or mediation proceedings material to the business of the Company and its Subsidiaries, taken as a whole, in excess of \$[•] million;

(ix) fundamental changes to the scope or nature of the Company's or any of its Subsidiaries' business and operations;

(x) any Sale of the Company other than a Drag-Along Sale consummated pursuant to Section 5.4 or Section 5.5 hereof;

(xi) any acquisition or disposition of a brand;

(xii) the determination of Fair Market Value;

(xiii) the making of distributions with respect to any equity interests of the Company or any of its Subsidiaries;

(xiv) any Conversion as set forth in Section 6.11(a) hereof;

(xv) the termination of the Consulting Agreement; and

(xvi) any agreement or commitment to do any of the foregoing, whether by amendment, consolidation or otherwise.

6.11 Qualified IPO; Conversion to a Corporation.

(a) In connection with a Qualified IPO, the Board may cause the Company to reorganize into a corporation or use any other structure or means to effect such a Qualified IPO or listing, including by the conversion, recapitalization, reorganization or exchange of securities of the Company or any portion of the Company or any Subsidiary of the Company into one or more corporations, limited liability companies, limited partnerships or other business entities (such conversion, a "Reorganization"), in each case without the need to obtain approval from the holders of the outstanding Voting Interests; provided that the Company shall not consummate any Reorganization unless the Board reasonably expects the Qualified IPO to be consummated. The Members shall take all actions reasonably requested

by the Board in connection with the consummation of such Reorganization, including consenting to, voting for and waiving any dissenters rights, appraisal rights or similar rights and participating in any exchange or other transaction required in connection with such Reorganization. No Member shall have any right to vote, consent to or approve any Reorganization. The Company shall pay any and all reasonable organizational, legal and accounting expenses and filing fees incurred by the Company or the Members in connection with such Reorganization and the Board may select, on behalf of the Company, any accounting firm, legal counsel, underwriters or any other providers in connection with such Reorganization.

(b) In connection with any Reorganization involving a Transfer of Voting Interests, Warrants or other Securities, each Member agrees to the Transfer of its Voting Interests ~~or~~ Warrants or other Securities in accordance with the terms of conversion or exchange, as applicable, as provided by the Board, and to execute in the name and on behalf of such Member any agreement, certificate, instrument or document to be delivered by the Member in connection with any such Reorganization as determined by the Board.

(c) Each of the Members shall take all necessary or desirable actions reasonably requested by the Board in connection with the consummation of a Qualified IPO, including compliance with the requirements of all laws and regulatory bodies that are applicable or that have jurisdiction over such Qualified IPO.

6.12 Officers. The Board shall appoint such other officers and agents of the Company as it shall from time to time deem necessary and may assign any title to such officer or agent as it deems appropriate. Such officers and agents shall have such terms of employment, shall receive such compensation and shall exercise such powers and perform such duties as the Board shall from time to time determine. Any number of offices may be held by the same Person. The Board shall have the authority to remove any officers or agents with or without cause.

6.13 Officers as Agents; Duties of Officers. The officers, to the extent of their powers set forth in this Agreement or otherwise vested in them by action of the Board not inconsistent with this Agreement, are agents of the Company for the purpose of the Company's business, and the actions of the officers taken in accordance with such powers shall bind the Company. Each officer of the Company shall owe the same fiduciary duty to the Company and the Members that such individual would owe to a corporation and its stockholders thereof under the laws of the State of Delaware.

6.14 Powers of Members. Except as otherwise specifically provided by this Agreement or as required by the Act, no Member shall have the power to act for or on behalf of or to bind, the Company. For the avoidance of doubt, with respect to actions taken by Members pursuant to this Agreement, the Members may act without a meeting by written consent signed by the holders of Voting Interests having not fewer than the minimum number of votes that would be necessary to authorize or take such action at a meeting.

6.15 Confidentiality. No Member shall, (a) without the Company's prior written consent, disclose to any Person other than an Exempt Person of such Member any confidential, non-public information of the Company or any Member obtained from the Company or one of its Affiliates concerning, without limitation, the following: (i) any dealings between the Company or any of its Subsidiaries, on the one hand, and any material customer or vendor or any employee, director, officer, Director or Member of the Company or such Subsidiary, on the other hand; (ii) any financial information or results of operations of the Company or any of its Subsidiaries; or (iii) any business plans, pricing information, customer information or regulatory information of the Company or any of its Subsidiaries (collectively, "Company Confidential Information"), or (b) disclose to any Person other than an Exempt

Person of such Member any confidential, non-public information obtained from the Company or one of its Affiliates (including the Members) relating to another Member (the “Member Confidential Information”) without such Member’s prior written consent; provided, however, that, notwithstanding anything to the contrary in the foregoing, neither Company Confidential Information nor Member Confidential Information shall include, with respect to any Person, any information that: (i) is or becomes generally available to the public other than as a result of a disclosure directly or indirectly by any Person or any of its Affiliates or any of their respective directors, officers, managers, partners, members, employees, attorneys, advisors or other representatives (collectively, “Representatives”) in breach of this Section 6.15; (ii) is disclosed by another Person not known by the recipient to be under a confidentiality agreement or obligation to the Company or such other Member not to disclose such information; or (iii) is independently developed by such Person or any of its Affiliates or any of their respective Representatives without derivation from, reference to or reliance upon any Company Confidential Information or Member Confidential Information, as the case may be; provided further that, notwithstanding anything to the contrary in this Agreement, any Member may disclose any Company Confidential Information or Member Confidential Information, as the case may be, (A) to the extent required by any applicable law, statute, rule or regulation or any request, order or subpoena issued by any court or other governmental entity; provided that, to the extent permitted by law, the Member required to make such disclosure shall provide to the Board prompt notice of such disclosure; provided further that to the extent such Member or its Representatives are subject to examination by a regulatory or self-regulatory authority, bank examiner or auditor, notice to the Board shall not be required where disclosure is in connection with a routine audit or examination by, or a blanket document request from, such auditor or a regulatory or governmental entity that does not reference the Company, its Subsidiaries or this Agreement, (B) as part of such Member’s normal reporting, rating or review procedure (including normal credit rating or pricing process) or in connection with such Member’s or its Affiliates’ normal fund raising, marketing, informational or reporting activities or (C) to any bona fide prospective purchaser of the equity or assets of such Member or its Affiliates or the Voting Interests held by such Member or prospective merger partner of such Member or its Affiliates, in each case other than a Competitor unless approved by the Board; provided that in the case of this clause (C) prior written notice of any disclosure of Company Confidential Information or Member Confidential Information is given to the Company and such prospective purchaser or merger partner agrees in writing prior to such disclosure to be bound by the provisions of this Section 6.15 (which agreement shall provide that the Company shall be a third party beneficiary with full enforcement rights thereunder). Each Member shall be responsible for any breach of this Section 6.15 by any of its Representatives and agrees to use commercially reasonable efforts to cause its Representatives to treat all Company Confidential Information and Member Confidential Information in the same manner as such Member would generally treat its own confidential, non-public information.

6.16 Regulated Holders. Notwithstanding anything to the contrary in this Agreement, any portion of a Regulated Holder’s Voting Interests in excess of 4.99% of the total issued and outstanding Voting Interests (excluding, for purposes of calculating this percentage, portions of any Voting Interests that are non-voting securities pursuant to this Agreement) shall be automatically deemed to be, and subject to the restrictions of, a nonvoting security for purposes of the U.S. Bank Holding Company Act and 12 C.F.R. Part 225 (Subpart A) and shall not be entitled to vote or consent on any matter other than matters permissible for nonvoting securities pursuant to 12 C.F.R. § 225.2(q)(2).

6.17 Partnership Representative. For purposes of Code Section 6223(a) (and any similar provision of state, local or foreign law), the Partnership Representative shall be a Person designated by the Board (and, for each taxable year of the Company, the Company shall appoint an individual subject to the control of, and selected by, the Partnership Representative as the Designated Individual, and the Company shall revoke such appointment if and only if instructed to do so by the Partnership Representative or such individual ceases to be subject to the control of the Partnership Representative).

The Partnership Representative and Designated Individual are specifically directed and authorized to take whatever steps may be necessary or desirable to perfect such designations, including filing any forms or documents with the Internal Revenue Service and taking such other action as may from time to time be required under the Regulations. Expenses incurred by the Partnership Representative or Designated Individual acting in its capacity as such shall be borne by the Company. Such expenses shall include fees of attorneys and other tax professionals, accountants, appraisers and experts, filing fees and reasonable out-of-pocket costs. Each Member (and each former Member) agrees to use commercially reasonable efforts to provide the Partnership Representative and Designated Individual all information required to facilitate the making of an election under Code Section 6226 (or any similar provision of state or local law) or to facilitate the making of the modifications described in Code Section 6225(c) (or any similar provision of state or local Law). The Partnership Representative and Designated Individual shall comply with any reasonable request of a Member to modify any partnership audit adjustment attributable to such Member by application of Code Section 6225(c) (or any similar provision of state or local law). The Partnership Representative and Designated Individual shall keep the Members fully informed of any inquiry, examination or proceeding, including promptly notifying Members of the beginning and completion of an administrative proceeding involving the Company promptly upon such notice being received by the Partnership Representative or Designated Individual. The provisions contained in this Section 6.17 shall survive the termination of the Company and the Transfer of any Interests.

Article VII

Powers, Duties and Restrictions of the Company and the Members; **Other Provisions Relating to the Members**

7.1 Powers of the Company. In furtherance of the purposes set forth in Section 2.3 and subject to the provisions of Article VI, the Company shall possess the power to do anything not prohibited by the Act, by other applicable law or by this Agreement, including but not limited to the following powers: (a) to undertake any of the activities described in Section 2.3; (b) to make, perform and enter into any contract, commitment, activity or agreement relating thereto; (c) to open, maintain and close bank and money market accounts, to endorse, for deposit to any such account or otherwise, checks payable or belonging to the Company from any other Person, and to draw checks or other orders for the payment of money on any such account; (d) to hold, distribute and exercise all rights (including voting rights), powers and privileges and other incidents of ownership with respect to assets of the Company; (e) to borrow funds, issue evidences of indebtedness and refinance any such indebtedness in furtherance of any or all of the purposes of the Company; (f) to employ or retain such agents, employees, managers, accountants, attorneys, consultants and other Persons necessary or appropriate to carry out the business and affairs of the Company, and to pay such fees, expenses, salaries, wages and other compensation to such Persons; (g) to bring, defend and compromise actions, in its own name, at law or in equity; and (h) to take all actions and do all things necessary or advisable or incident to carry out the purposes of the Company, so far as such powers and privileges are necessary or convenient to the conduct, promotion or attainment of the Company's business, purposes or activities.

7.2 Compensation of the Members and Directors. The Members shall not be entitled to any compensation for their services hereunder. Each Director who is not an employee of any Member or such Member's Affiliates shall be entitled to a reasonable fee be paid by the Company in an amount determined by the Board and shall be reimbursed for the reasonable out-of-pocket expenses, if any, incurred in connection with attendance at each meeting of the Board and at each meeting of a committee of the Board of which they are members, as determined by the Board. All other Directors may be reimbursed for all reasonable out-of-pocket expenses incurred in connection with each meeting of the Board or each meeting of a committee of the Board, as determined by the Board.

7.3 Cessation of Status as a Member. A Member shall cease to be a member of the Company (a) upon the Bankruptcy or involuntary dissolution of such Member, provided that thereafter such Person shall only be entitled to the economic rights of an assignee of Voting Interests under the Act, or (b) upon the Transfer of all of such Member's Voting Interests.

7.4 Other Activities of the Members. Notwithstanding any duty otherwise existing at law or in equity, each of the Members and its Affiliates (including any Director appointed via a Designation Right of such Member) may have other business interests and may engage in any business or trade, profession, employment or activity whatsoever (regardless of whether any such activity competes, directly or indirectly, with the business or activities of the Company or any of its Subsidiaries), for its own account, or in partnership or participation with, or as an employee, officer, director, stockholder, member, manager, trustee, general or limited partner, agent or representative of, any other Person, and no Member or Director shall be required to devote its entire time (business or otherwise), or any particular portion of its time (business or otherwise) to the business of the Company or any of its Subsidiaries. Neither the Company nor any Member nor Director, nor any Affiliate of any thereof, by virtue of this Agreement, shall have any rights in and to any such independent venture or the income or profits derived therefrom. Notwithstanding any duty otherwise existing at law or in equity, no Member, representative of such Member, or Director shall have any obligation hereunder to present any business opportunity to the Company, even if the opportunity is one that the Company might reasonably have pursued or had the ability or desire to pursue, in each case, if granted the opportunity to do so and, to the fullest extent permitted by law, no Member shall be liable to the Company or any other Member (or any Affiliate thereof) for breach of any fiduciary or other duty relating to the Company (whether imposed by applicable law or otherwise), by reason of the fact that such Member pursues or acquires such business opportunity, directs such business opportunity to another Person or fails to present such business opportunity or information regarding such business opportunity, to the Company.

Article VIII

Books, Records and Accounting; Information Rights

8.1 Books of Account; Access. The Board shall cause to be entered in appropriate books, kept at the Company's principal place of business, all transactions of or relating to the Company. The books and records of the Company shall be made and maintained, and the financial position and the results of operations recorded, at the expense of the Company, in accordance with such method of accounting as is determined by the Board. Each Member, for any purpose reasonably related to such Member's interest as a Member in the Company, shall have access to and the right, at such Member's sole cost and expense, to inspect and copy such books and records and to discuss the affairs, finances and accounts of the Company and its Subsidiaries with the officers, employees and the other Representatives of the Company and its Subsidiaries during normal business hours; provided that the inspecting Member shall be responsible for any out-of-pocket costs or expenses incurred by the Company in making any books and records available for inspection.

8.2 Deposits of Funds. All funds of the Company shall be deposited in its name in such checking, money market or other account or accounts as the Board may from time to time designate; withdrawals shall be made therefrom on such signature or signatures as the Board shall determine.

Information Rights.

(a) Each Member who agrees to such customary confidentiality restrictions as the Company shall reasonably request shall have the right to receive the following information (which right the Company may satisfy by providing access to each Member to a confidential, secure datasite (which website shall have a system of email notification of new postings and may require confirmation by

viewers of the site of the confidentiality obligations set forth in Section 6.15, a “Secure Site”)), and each Member may share and discuss such information (along with any other information provided to Members pursuant to this Agreement and otherwise made available to Members via the Secure Site) with its Affiliates, directors, officers, partners, managers, stockholders, employees, investors and advisors as well as any bona fide prospective purchaser of Voting Interests or indebtedness for borrowed money incurred by the Company or its Subsidiaries and held by such Member that (x) is not a Competitor and (y)(i) has entered into, and delivered to the Company, a confidentiality agreement regarding the treatment of such information (and for the avoidance of doubt, at its election, the Company may share and discuss such information with any prospective purchaser of Voting Interests) or (ii) has entered into, and delivered to such Member, a confidentiality agreement regarding the treatment of such information containing provisions at least as restrictive as those of a similar confidentiality agreement with the Company and provides that the Company shall be a third party beneficiary with full enforcement rights thereunder:

(i) within (x) one hundred fifty (150) days after the end of the first Fiscal Year ending after the Effective Date and (y) one hundred twenty (120) days after the end of each Fiscal Year ending thereafter, copies of annual consolidated financial statements of the Company and its Subsidiaries as of the end of such Fiscal Year, which financial statements shall (i) be prepared in accordance with GAAP, and (ii) be audited by a nationally recognized accounting firm approved by the Board; and

(ii) As soon as available, and in any event within (x) one hundred twenty (120) days after the end of each of the first fiscal quarter ending after the Effective Date and (y) sixty (60) days after the end of each of the first three (3) fiscal quarters of each Fiscal Year ending thereafter, or such earlier date as the Company or any of its Subsidiaries may be required to deliver such information to the Company’s lenders under any credit agreement, indenture or similar agreement with respect to indebtedness for borrowed money of the Company or any of its Subsidiaries, consolidated balance sheets of the Company and its subsidiaries as of the end of such period, and consolidated statements of income and cash flows of the Company and, if applicable, its Subsidiaries for the period then ended prepared in accordance with GAAP, except as otherwise noted therein, and subject to the absence of footnotes and to year-end adjustments (collectively, the “Quarterly Financials”).

(b) The Company shall host, and each Member holding at least one percent (1%) of the Voting Interests shall have access to, regular conference calls with senior officers of the Company to discuss the results of operations for the relevant reporting period, which calls shall include a reasonable and customary question and answer session. Each such call shall be hosted no later than ten (10) Business Days after the Company furnishes the corresponding annual or quarterly report in accordance with this Section 8.3. Unless otherwise determined by the Board, the first conference call shall not be held until at least one (1) year following the Effective Date.

(c) For so long as the Voting Interests remain outstanding and during any period during which the Company is not subject to Section 13 or Section 15(d) of the Exchange Act, as amended, nor exempt therefrom pursuant to Rule 12g3-2(b), the Company shall furnish to the holders of Voting Interests and, upon their request, prospective purchasers of the Voting Interests, the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act.

(d) During the term of the Company’s existence, there shall be maintained in the Company’s principal office or at the office of the Company’s agents and representatives all records required to be kept pursuant to the Act, including (whether or not so required) a current list of the names, addresses and Voting Interests held by each of the Members (including the dates on which each of the Members became a Member), copies of federal, state and local information or income tax returns for

each of the Company's tax years, copies of this Agreement and each of the Company's organizational documents, including all amendments thereto and restatements thereof, and correct and complete books and records of account of the Company. Prior to any termination of the Company's existence, the Company shall use all reasonable efforts to ensure that, for a period of six (6) years after any such termination, such information, to the extent still in existence and available, may be obtained by a Member's request in writing to a legal advisor or agent of the Company to be designated prior to any such termination, with the cost (as reasonably determined by such legal advisor or agent) of accessing and providing such information being borne by the requesting Member.

(e) The rights of each Member granted pursuant to Sections 8.3(a) through 8.3(d) of this Agreement shall be freely Transferable by such Member in connection with any Transfer of its Voting Interests otherwise permitted in accordance with Article V.

(f) The Company shall provide to each Director and, subject to the limitations set out in Section 6.9, each Observer, copies of any materials distributed or made available to any other Directors or Observers. A Director or Observer shall be entitled to share and discuss with directors, officers and employees of the Member that appointed such Director or Observer any materials or other information obtained by such person in such capacity.

(g) Promptly following any request therefor, the Company shall use its reasonable efforts to furnish to any Member information and documentation reasonably requested by such Member for purposes of such Member's compliance with applicable "know your customer" and anti-money laundering rules and regulations, including the USA PATRIOT ACT of 2001 and 31 C.F.R. § 1010.230, and/or other due diligence related to regulatory requirements and/or reputational risk.

8.4 Information Rights of the Company. As a result of the transactions contemplated by the RSA, after which the Company will have more than one regarded owner for U.S. federal income tax purposes, the Members agree to treat the Company as a newly formed partnership and the Members as partners for U.S. federal income tax purposes and shall file all tax returns accordingly. The Company may from time to time (including in connection with the admission of a new Member), but a Member may be compelled to answer no more frequently than once per calendar quarter (unless, with respect to clause (i) hereof, required by applicable law), reasonably request of any or all Members (at the expense of the Company) information (i) needed by the Company to comply with applicable law and/or (ii) regarding such Member's "accredited investor" status (within the meaning of Regulation D promulgated under the Securities Act).

Article IX

Term and Dissolution

9.1 Term. The legal existence of the Company shall be perpetual, unless the Company is sooner dissolved as a result of an event specified in the Act or pursuant to a provision of this Agreement.

9.2 Dissolution.

(a) The Company shall be dissolved and its affairs wound up upon the first to occur of the following:

(i) The entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act;

(ii) Approval of the dissolution of the Company by the Board pursuant to Section 6.10(c) hereof;

(iii) The resignation, expulsion, Bankruptcy or dissolution of the last remaining Member or the occurrence of any other event which terminates the continued membership of the last remaining Member in the Company, unless the business of the Company is continued without dissolution in accordance with the Act; and

(iv) The occurrence of any other event that causes the dissolution of a limited liability company under the Act, unless the Company is continued without dissolution in accordance with the Act.

(b) Upon dissolution of the Company, the business of the Company shall continue for the sole purpose of winding up its affairs. The winding up process shall be carried out by the Members unless the dissolution is caused by an event of withdrawal by the sole remaining Member, in which case the Board shall appoint a liquidating trustee. Otherwise, a liquidating trustee may be appointed for the Company by vote of a majority in Percentage Interest of the Members holding Voting Interests (the Members or such liquidating trustee appointed by the Board or the Members is referred to herein as the "Liquidator"). In winding up the Company's affairs, every effort shall then be made to dispose of the assets of the Company in an orderly manner, having regard to the liquidity, divisibility and marketability of the Company's assets. The Liquidator shall not be entitled to be paid by the Company any fee for services rendered in connection with the liquidation of the Company, but the Liquidator (whether one or more Members or a liquidating trustee) shall be reimbursed by the Company for all third-party costs and expenses incurred by it in connection therewith and shall, to the fullest extent permitted by law, be indemnified by the Company with respect to any action brought against it in connection therewith by applying, *mutatis mutandis*, the provisions of Section 12.1.

9.3 Application and Distribution of Assets. Upon a windup of the Company, the Company shall distribute its assets as follows:

(a) first, to creditors of the Company, including Members and Directors who are creditors, to the extent permitted by law, in satisfaction of liabilities of the Company (whether by payment or the making of reasonable provision for the payment thereof) and including any contingent, conditional and unmatured liabilities of the Company, taking into account the relative priorities thereof;

(b) second, to the Members and former Members in satisfaction of liabilities under the Act for distributions to such Members and former Members; and

(c) third, to the remainder of the Members in accordance with Section 4.1.

9.4 Termination of the LLC. Subject to Section 2.7, the separate legal existence of the Company shall terminate upon a Reorganization or when all assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company, shall have been distributed to the Members in the manner provided for in this Article IX and a certificate of cancellation of the Certificate shall have been filed in the manner required by Section 18-203 of the Act.

Article X

Representations and Warranties of Members

Each Member severally, but not jointly, represents and warrants as of the Effective Date to the Company and the other Members that:

10.1 Authority. Each such Member that is a corporation or a limited liability company or a partnership is an entity duly formed and validly existing under the laws of the jurisdiction of its formation and the execution, delivery and performance by such Member of this Agreement have been duly authorized by all necessary corporate, limited liability company or partnership action, as applicable. Each such Member that is an individual is an individual with full legal capacity under the laws of his jurisdiction of domicile and has the capacity to execute, deliver and perform this Agreement, and this Agreement has been duly executed and delivered by such Member.

10.2 Binding Obligations. This Agreement has been duly and validly executed and delivered by such Member and constitutes the binding obligation of such Member, enforceable against such Member in accordance with its terms.

10.3 No Conflict. The execution, delivery and performance by such Member of this Agreement will not, with or without the giving of notice or the lapse of time or both, (a) violate any provision of law to which such Member is subject, (b) violate any order, judgment or decree applicable to such Member or (c) conflict with or result in a breach or default under, any term or condition of its certificate of incorporation or bylaws, certificate of limited partnership or partnership agreement, certificate of formation or limited liability company agreement, as applicable or, except where such conflict, breach or default would not reasonably be expected to, individually or in the aggregate, have an adverse effect on such Member's ability to satisfy its obligations hereunder.

10.4 Purchase Entirely for Own Account. The Voting Interests to be acquired by such Member will be acquired for investment for such Member's own account, not as a nominee or agent and not with a view to the resale or distribution of any part thereof; such Member has no present intention of selling, granting any participation in or otherwise distributing the same; and such Member does not have any contract, undertaking, agreement or other arrangement with any Person to sell, transfer or grant participation to such Person or to any third Person, with respect to any of the Voting Interests.

10.5 No Registration. Such Member understands that the Voting Interests, at the time of issuance, will not be registered under the Securities Act by reason of a specific exemption from the registration provisions of the Securities Act, the availability of which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of such Member's representations as expressed herein or otherwise made pursuant hereto.

10.6 Investment Experience. Such Member confirms that the Member has such knowledge and experience in financial and business matters that such Member is capable of evaluating the merits and risks of an investment in the Voting Interests and of making an informed investment decision and understands that (a) this investment is suitable only for an investor that is able to bear the economic consequences of losing its entire investment, (b) the acquisition of Voting Interests hereunder is a speculative investment that involves a high degree of risk of loss of the entire investment and (c) there are substantial restrictions on the transferability of and there will be no public market for, the Voting Interests.

10.7 Accredited Investor. Such Member is an "accredited investor" within the meaning of Regulation D, Rule 501(a), promulgated by the SEC under the Securities Act.

10.8 Restricted Securities. Such Member understands that the Voting Interests may not be sold, transferred or otherwise disposed of without registration under the Securities Act or an exemption

therefrom, and that in the absence of either an effective registration statement covering such Voting Interests or an available exemption from registration under the Securities Act, the Voting Interests must be held indefinitely. In particular, such Member is aware that the Voting Interests may not be sold pursuant to Rule 144 promulgated by the SEC under the Securities Act unless all of the conditions thereof are met.

10.9 Nonreliance. No promise, agreement, statement or representation that is not expressly set forth in this Agreement or in any other agreement by and among any of the Company, the Members or their respective Affiliates has been made to such Member by any other Member or any other Member's Affiliates, counsel, agent or any other Person with respect to the terms set forth in this Agreement, and such Member is not relying upon any such promise, agreement, statement or representation of any other Member or any other Member's Affiliates, counsel, agent or any other Person.

Article XI

Allocation of Net Income and Net Loss

11.1 General.

(a) After giving effect to the special allocations set forth in Section 11.2, Net Income or Net Loss and as and to the extent necessary items of income, gain, loss and deduction for each Fiscal Year or other taxable period shall be allocated among the Members (and credited and debited to their Capital Accounts) so as to cause, to the extent possible, each Member's Capital Account balance, as increased by the amount of such Member's share of partnership minimum gain (as defined in Regulation § 1.704-2(g)(1) and (3)) and the amount of such Member's share of partner nonrecourse debt minimum gain (as defined in Regulation § 1.704-2(i)(5)), to equal the amount that would be distributed to such Member if the Company sold all of its assets for their Gross Asset Value in cash, paid all of its liabilities to the extent required by their terms (limited, with respect to each nonrecourse liability (as defined in Regulation § 1.704-2(b)(3)) or partner nonrecourse debt (as defined in Regulation § 1.704-2(b)(4)), to the Gross Asset Value of the assets securing each such liability), and distributed its cash to the Members pursuant to Section 9.3 in complete liquidation. For purposes of allocating Net Income and Net Loss and all other items of income, gain, deduction and loss pursuant to this Section 11.1 and Section 11.2, all outstanding Incentive Interests shall be treated as vested.

(b) Notwithstanding any provision of Section 11.1(a), no allocation of Net Loss shall be made to a Member if it would cause the Member to have a negative balance in its Adjusted Capital Account. Allocations of Net Loss that would be made to a Member but for this Section 11.1(b) shall instead be made to other Members pursuant to Section 11.1(a) to the extent not inconsistent with this Section 11.1(b).

11.2 Special Allocations. The following special allocations shall be made in the following order of priority:

(a) Losses, deductions or expenditures that are attributable to a particular partner nonrecourse liability (as defined in Regulation § 1.704-2(b)(4)) shall be allocated to the Member that bears the economic risk of loss for the liability in accordance with the rules of Regulation § 1.704-2(i).

(b) Losses, deductions or expenditures that are attributable to nonrecourse liabilities (as defined in Regulation § 1.704-2(b)(3)) for any Fiscal Year or other taxable period shall be allocated to each Member in proportion to its ownership percentage of the total number of Interests outstanding.

(c) If during a Fiscal Year or other taxable period there is a net decrease in “partnership minimum gain” (within the meaning of Regulation § 1.704-2(b)(2) and 1.704-2(d)) with respect to the Company, then there shall be allocated to each Member items of income and gain of the Company for such Fiscal Year or other taxable period (and, if necessary, for succeeding Fiscal Years or other taxable periods) equal to such Member’s share of the net decrease in partnership minimum gain (as determined in accordance with Regulation § 1.704-2(g)(2)), subject to the exceptions set forth in Regulation § 1.704-2(f)(2) and (3), and to any exceptions provided by the Commissioner of the United States Internal Revenue Service pursuant to Regulation § 1.704-2(f)(4) and (5); provided, however, that if the Company has any discretion as to an exception provided pursuant to Regulation § 1.704-2(f)(4) or (5), the Board may exercise reasonable discretion on behalf of the Company. The items of Company income and gain to be allocated pursuant to this Section 11.2(c) shall be determined in accordance with Regulation § 1.704-2(f)(6) and 1.704-2(j)(2). The foregoing is intended to be a “minimum gain chargeback” provision as described in Regulation § 1.704-2(f) and shall be interpreted and applied in all respects in accordance with such Regulation.

(d) If during a Fiscal Year or other taxable period there is a net decrease in partner nonrecourse debt minimum gain (as determined in accordance with Regulation § 1.704-2(i)(3)) with respect to the Company, then, in addition to the amounts, if any, allocated pursuant to the preceding paragraph, any Member with a share of such partner nonrecourse debt minimum gain (determined in accordance with Regulation § 1.704-2(i)(5)) as of the beginning of the Fiscal Year or other taxable period shall, subject to the exceptions set forth in Regulation § 1.704-2(i)(4), be allocated items of income and gain for such Fiscal Year or other taxable period (and, if necessary, for succeeding Fiscal Years or other taxable periods) equal to such Member’s share of the net decrease in the partner nonrecourse debt minimum gain. Allocations pursuant to the preceding sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items of Company income and gain to be allocated pursuant to this Section 11.2(d) shall be determined in accordance with Regulation § 1.704-2(i)(4) and 1.704-2(j)(2). The foregoing is intended to be the “chargeback of partner nonrecourse debt minimum gain” required by Regulation § 1.704-2(i)(4) and shall be interpreted and applied in all respects in accordance with such Regulation.

(e) If during any Fiscal Year or other taxable period a Member unexpectedly receives an adjustment, allocation or distribution described in Regulation § 1.704-1(b)(2)(ii)(d)(4), (5) or (6) that causes or increases a deficit balance in such Member’s Adjusted Capital Account, there shall be allocated to such Member items of income and gain (consisting of a pro rata portion of each item of income, including gross income, and gain of the Company for such Fiscal Year or other taxable period) in an amount and manner sufficient to eliminate such deficit as quickly as possible; provided, however, that an allocation pursuant to this Section 11.2(e) shall be made if and only to the extent that such Member would have a deficit in its Adjusted Capital Account after all other allocations provided for in this Agreement have been tentatively made as if this Section 11.2(e) and Section 11.2(f) were not in this Agreement. The foregoing is intended to be a “qualified income offset” provision as described in Regulation § 1.704-1(b)(2)(ii)(d) and shall be interpreted and applied in all respects in accordance with such Regulation.

(f) If any Member has a deficit in its Adjusted Capital Account at the end of any Fiscal Year or other taxable period, such Member shall be specially allocated items of Company income and gain (consisting of a pro rata portion of each item of income, including gross income, and gain of the Company for such Fiscal Year or other taxable period) in the amount of such deficit as rapidly as possible; provided, however, that an allocation pursuant to this Section 11.2(f) shall be made if and only to the extent that such Member would have a deficit in its Adjusted Capital Account after all other

allocations provided for in this Agreement have been tentatively made as if this Section 11.2(f) were not in this Agreement.

(g) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 732(d), 734(b) or 743(b) is required pursuant to Regulation § 1.704-1(b)(2)(iv)(m)(2) or (3) or, in the case of a distribution to a Member in complete liquidation of its Interest, Regulation § 1.704-1(b)(2)(iv)(m)(4), to be taken into account in determining Capital Accounts, the amount of such adjustment to Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of such Company asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Members in accordance with Section 11.1 in the event Regulation § 1.704-1(b)(2)(iv)(m)(2) or (3) applies, or to the Member to whom such distribution in complete liquidation of its Interest was made in the event Regulation § 1.704-1(b)(2)(iv)(m)(4) applies.

(h) To the extent that any item of income, gain, loss or deduction has been specially allocated pursuant to Section 11.2(a)-(g) and such allocation is inconsistent with the way in which the same amount otherwise would have been allocated under Section 11.1, subsequent allocations under this Section 11.2(h) shall be made, to the extent possible and without duplication, in a manner consistent with Section 11.2 and taking into account future allocations under Section 11.2(a)-(g) that, although not yet made, are likely to offset other allocations previously made under Section 11.2(a)-(g), which negate as rapidly as possible the effect of all such inconsistent allocations under Section 11.2(a)-(g).

(i) Any “imputed underpayment” within the meaning of Code Section 6225 (or any similar provision of state or local Law) paid (or payable) by the Company as a result of an adjustment with respect to any Company item, including any interest or penalties with respect to any such adjustment, shall be allocated to the Members in a manner consistent with applicable Regulations (or comparable provisions of applicable state or local Law) and Section 11.5.

(j) Upon the exercise of any Noncompensatory Option, the allocation of any unrealized gain, loss, income or deduction from an adjustment to Gross Asset Value under clause (b)(v) of the definition thereof shall be made pursuant to Regulation § 1.704-1(b)(2)(iv)(s)(2) and, if necessary, a Capital Account reallocation shall be accomplished as provided in Regulation § 1.704-1(b)(2)(iv)(s)(3) and as further described in Section 11.3(d).

These provisions shall be applied as if all distributions and allocations were made at the end of the Fiscal Year or other taxable period. Where any provision depends on the balance of a Capital Account of any Member, such Capital Account shall be determined after the operation of all preceding provisions for the period. These allocations shall be made consistently with the requirements of Regulation § 1.704-2(j).

11.3 Allocations for Income Tax Purposes.

(a) The income, gains, losses, deductions and credits of the Company for U.S. federal, state and local income tax purposes for any Fiscal Year or other taxable period shall be allocated to the Members in the same manner as Company items of income, gain, loss, deduction and credit were allocated to the Members for such Fiscal Year or other taxable period pursuant to Sections 11.1 and 11.2; provided, however, that solely for U.S. federal, state and local income and franchise tax purposes and not for book or Capital Account purposes, income, gain, loss and deduction with respect to any Company asset properly carried on the Company’s Code Section 704(b) books at a value other than the tax basis of such Company asset shall be allocated in a manner determined in the

discretion of the Board so as to take into account (consistently with Code Section 704(c) principles) the difference between such Company asset's Code Section 704(b) book basis and its tax basis.

(b) Allocations of tax credits, tax credit recapture, and any items related thereto shall be allocated to the Members according to their interests in such items as determined by the Board taking into account the principles of Regulation § 1.704-1(b)(4)(ii) and (viii).

(c) If the Company recognizes Depreciation Recapture in respect of the disposition of any Company asset, (i) the portion of the gain on such disposition that is allocated to a Member pursuant to Section 11.1 or 11.2 shall be treated as consisting of a portion of the Company's Depreciation Recapture on the disposition and a portion of the Company's remaining gain on such sale under principles consistent with Regulation § 1.1245-1, and (ii) if, for U.S. federal income tax purposes, the Company recognizes both "unrecaptured section 1250 gain" (as defined in Code Section 1(h)) and gain treated as ordinary income under Code Section 1250(a) in respect of such disposition, the amount treated as Depreciation Recapture under clause (i) above shall comprise a proportionate share of both such types of gain.

(d) If, as a result of an exercise of a Noncompensatory Option, a Capital Account reallocation is required under Regulation § 1.704-1(b)(2)(iv)(s)(3), the Company shall make corrective allocations pursuant to Regulation § 1.704-1(b)(4)(x).

11.4 Other Allocation Rules.

(a) If any Interest in the Company or part thereof is Transferred or reduced (including due to the issuance of a new Interest) in any Fiscal Year or other taxable period, unless otherwise agreed to by the Transferor and Transferee and approved by the Board, the items of income, gain, loss, deduction and credit allocable to such Interest for such Fiscal Year or other taxable period shall be apportioned between the Transferor and the Transferee (in the case of a Transfer) or between the Member whose Interest was reduced and the other Members (in the case of a reduction) using the "interim closing method" and the "calendar day convention" of Regulation § 1.706-4.

(b) Solely for purposes of determining a Member's proportionate share of the "excess nonrecourse liabilities" of the Company in any Fiscal Year or other taxable period within the meaning of Regulation § 1.752-3(a)(3), each Member's interests in Company profits shall be its ownership percentage of the total number of Interests outstanding.

11.5 Withholding and Entity-Level Taxes.

(a) The Company shall comply with withholding requirements under U.S. federal, state and local and foreign law and shall remit amounts withheld to and file required forms with the applicable jurisdictions. To the extent the Company is required to withhold and pay over any amounts to any authority with respect to distributions or amounts allocable to any Member or to the extent the Company is required to pay any income tax (including interest and penalties) that (as reasonably determined by the Board based upon this Agreement) is attributable or allocable to any Member, the amount withheld or paid shall be deemed to be a distribution by the Company to such Member (which shall reduce the amounts that would subsequently otherwise be distributed to such Member pursuant to Section 4.1 in the order in which they would otherwise have been distributable). In the event of any claimed over-withholding, Members shall be limited to an action against the applicable jurisdiction. Each Member agrees to furnish the Company with any representations and forms as shall reasonably be

requested by the Company to assist it in determining the extent of, and in fulfilling, its withholding obligations.

(b) If the Company receives proceeds in respect of which a tax has been withheld, the Company shall be treated as having received cash in an amount equal to the amount of such withheld tax, and, for all purposes of this Agreement, the portion of the withholding tax allocable to each Member, as reasonably determined by the Board, shall be deemed to be a distribution by the Company to such Member (which shall reduce the amounts that would subsequently otherwise be distributed to such Member pursuant to Section 4.1 in the order in which they would otherwise have been distributable). In the event that the Company receives a refund of taxes previously withheld by a third party from one or more payments to the Company, the economic benefit of such refund shall be apportioned among the Members in a manner reasonably determined by the Board to offset the prior operation of this Section 11.5(b) in respect of such withheld taxes.

(c) If the Company, the Board, or any of their respective Affiliates, or any of their respective officers, directors, managers, members, partners, shareholders, employees, consultants, agents or advisors becomes liable as a result of a failure to withhold and remit taxes in respect of any Member (or former Member) hereunder, then such Member (or former Member) shall, to the fullest extent permitted by law, indemnify and hold harmless the Company, the Board, or any of their respective Affiliates, or any of their respective officers, directors, managers, members, partners, shareholders, employees, consultants, agents or advisors, as the case may be, in respect of all taxes, including interest and penalties, and any expenses incurred in any examination, determination, resolution and payment of such liability (and any such indemnity with respect to any withholding taxes imposed pursuant to Code Section 1446(f)(4) and any interest, penalties and expenses in connection therewith shall be provided jointly and severally by the transferor Member (or former Member) and transferee Member (or former Member) of any Interest), except with respect to any penalties or expenses that arise as a result of any act or omission with respect to which a court of competent jurisdiction has issued a final, nonappealable judgment that the Company, the Board, or any of their respective Affiliates, or any of their respective officers, directors, employees, managers, members, partners, shareholders, and, as determined by the Board in its sole and absolute discretion, consultants, agents or advisors was grossly negligent or engaged in willful misconduct or fraud. Additionally, each Member (and each former Member) shall indemnify the Company against any losses and liabilities (including interest and penalties) related to any income tax payable by the Company that (as reasonably determined by the Board based upon this Agreement) is attributable or allocable to such Member (or former Member), including under Code Section 6225(a) or any similar provision of state or local Law. The provisions contained in this Section 11.5(c) shall survive the termination of the Company and the Transfer of any Interest.

Article XII

General Provisions

12.1 Exculpation and Indemnification.

(a) Unless specifically set forth herein, to the fullest extent permitted by applicable law, no Member, officer, Director, Partnership Representative, Designated Individual, employee or agent of the Company and no officer, director, employee, Representative, agent or Affiliate of any Member (collectively, the “Covered Persons”) shall be liable to the Company or any other Person who is bound by this Agreement for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of

such Covered Person's fraud, gross negligence or willful misconduct as determined by a final, non-appealable judgment of a court of competent jurisdiction.

(b) To the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by a Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that no Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's fraud, gross negligence or willful misconduct with respect to such acts or omissions as determined by a final, non-appealable judgment of a court of competent jurisdiction. To the fullest extent permitted by applicable law, expenses (including legal fees) incurred by a Covered Person defending any claim, demand, action, suit or proceeding shall be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding upon demand by such Covered Person and receipt by the Company of an undertaking by or on behalf of such Covered Person to repay such amount if it shall be determined that the Covered Person is not entitled to be indemnified as authorized in this Section 12.1.

(c) A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any Person as to matters the Covered Person reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities or any other facts pertinent to the existence and amount of assets of the Company from which distributions to any Member might properly be paid.

(d) As of or prior to the Effective Date, the Company has obtained directors' and officers' liability insurance for the Directors and officers of the Company, if any (a "D&O Insurance Policy"), with coverage under such D&O Insurance Policy to be effective no later than the Effective Date, naming each Director and officer as an insured in such a manner as to provide such Director the same rights and benefits, subject to the same limitations, as are accorded to the Directors or officers of the Company most favored by such D&O Insurance Policy. The Company shall use its commercially reasonable efforts to maintain a D&O Insurance Policy at all times that are no less favorable to the Directors than the D&O Insurance Policy entered into pursuant to the first sentence of this Section 12.1(d).

(e) The Company hereby acknowledges that a Covered Person may have certain rights to indemnification, advancement of expenses and/or insurance provided by companies for which such Covered Person serves as a director, officer or employee (collectively, the "Other Indemnitors"). The Company hereby agrees that it (i) is the indemnitor of first resort (*i.e.*, its obligations to a Covered Person are primary and any obligation of the Other Indemnitors to advance expenses or to provide indemnification for the same expenses or liabilities incurred by or on behalf of such Covered Person are secondary), (ii) shall be required to advance the full amount of expenses incurred by or on behalf of such Covered Person and shall be liable for the full amount of all expenses, judgments, penalties, fines and amounts paid in settlement to the extent not prohibited by applicable law and as required by the terms of this Agreement, without regard to any rights such Covered Person may have against the Other Indemnitors and (iii) irrevocably waives, relinquishes and releases the Other Indemnitors from any and all claims against the Other Indemnitors for reimbursement, subrogation or any other recovery of any kind in respect thereof. The Company further agrees that no advancement or payment by the Other Indemnitors on behalf of a Covered Person with respect to any claim for which a Covered Person has sought indemnification from the Company shall affect the foregoing and the Other Indemnitors shall have

a right of reimbursement and/or be subrogated to the extent of such advancement or payment to all of the rights of recovery of a Covered Person against the Company. The Company and any Covered Person agree that the Other Indemnitors are express third-party beneficiaries of the terms of this Section 12.1(e).

12.2 Entire Agreement; Amendments.

(a) This Agreement (including the exhibits and annexes attached hereto) contains the sole and entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

(b) Subject to the proviso hereafter, this Agreement may be modified or amended or supplemented with the approval of (1) a majority of the issued and outstanding Voting Interests, and (2) the Board; provided, however, that, notwithstanding anything in this Agreement to the contrary, (i) without the consent of any Member, the Board may amend Exhibit B from time to time so as to accurately reflect the information contained thereon upon (A) the withdrawal of a Member, (B) the admission of a new Member and (C) any changes to Percentage Interests and the number of Voting Interests held by Members as a consequence thereof, (ii) any change to any voting, consent or approval threshold or requirement specified in this Agreement shall require the approval of Members or Directors, as the case may be, constituting at least such voting, consent or approval threshold or otherwise satisfying such requirement, (iii) any amendment to this Agreement or any limited liability company agreement, charter, bylaws or comparable organizational document of the Company or any material Subsidiary of the Company that (w) modifies the limited liability of a Member, (x) changes the Capital Contribution required by a Member, (y) would reasonably be expected to materially adversely affect any Member's rights pursuant to Section 5.2, Section 5.3, Section 5.4, Section 5.6, Section 5.7, Section 6.2, Section 6.3, Section 6.9, Section 6.10 and this Section 12.2 or (z) would reasonably be expected to materially adversely affect any Member or group of Members in a manner that is disproportionate to the effect on any other holder or group of Members shall require the prior written consent of such Member or, with respect to a group of Member pursuant to clause (z) above, the holders of a majority of the collective Voting Interests of such group of Members, and (iv) any amendment to this Agreement or any limited liability company agreement, charter, bylaws or comparable organizational document of the Company or any material Subsidiary of the Company that does not and would not be reasonably expected to adversely affect any Member in any material respect may be made by the Board, without the consent of any Member, to the extent permitted by law.

12.3 Avoidance of Provisions. No party hereto shall avoid the provisions of this Agreement by making one or more Transfers to one or more Affiliates and then disposing of all or any portion of such party's interest in any such Affiliate.

12.4 Binding Agreement. The covenants and agreements herein contained shall inure to the benefit of and shall be binding upon the parties hereto and their respective Representatives, successors in interest and permitted assigns.

12.5 Notices. Unless otherwise provided in this Agreement, any and all notices contemplated by this Agreement shall be deemed adequately given if in writing and delivered in hand, or upon receipt when sent by telecopy or electronic transmission, including electronic mail. All such notices to Members shall be addressed to the last address of record on the books of the Company; all such notices to the Company shall be addressed to the Company at the address set forth in Section 2.4 or at such other address as the Company may have designated by notice given in accordance with the terms of this subsection.

12.6 Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, all rights and remedies being governed by such laws, without regard to its conflict of laws rules.

12.7 Consent to Jurisdiction; WAIVER OF JURY TRIAL.

(a) The Company and each Member (i) irrevocably submits to the exclusive jurisdiction of the Chancery Court of the State of Delaware and the United States District Court for the District of Delaware (and the appropriate appellate courts), for the purposes of any suit, action or other proceeding arising out of this Agreement and (ii) agrees to commence any such action, suit or proceeding either in the United States District Court for the District of Delaware or if such suit, action or other proceeding may not be brought in such court for jurisdictional reasons, in the Chancery Court of the State of Delaware. Notwithstanding the foregoing, any party hereto may commence an action, suit or proceeding with any governmental body anywhere in the world for the sole purpose of seeking recognition and enforcement of a judgment of any court referred to in the first sentence of this Section 12.7(a). The Company and each Member further (x) agrees that service of any process, summons, notice or document by U.S. registered mail to such party's respective address set forth on the Member List (or in the case of the Company, at the Company's principal office in Delaware) shall be effective service of process for any action, suit or proceeding in Delaware with respect to any matters to which it has submitted to jurisdiction in this Section 12.7(a) and (y) irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement in (A) the Chancery Court of the State of Delaware, or (B) the United States District Court for the District of Delaware, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

(b) THE COMPANY AND EACH MEMBER HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, INVOLVING OR OTHERWISE IN RESPECT OF THIS AGREEMENT OR SUCH MEMBER'S OWNERSHIP OF COMPANY COMMON EQUITY. THE COMPANY AND EACH MEMBER (I) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE COMPANY OR ANY MEMBER HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE COMPANY OR SUCH MEMBER WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT THE COMPANY AND EACH MEMBER HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 12.7(b).

12.8 Construction. The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent and, to the fullest extent permitted by law, the parties intend that no rule of strict construction will be applied against any party.

12.9 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted. In the case of any such invalidity or unenforceability, the parties hereto agree to use all reasonable best efforts to achieve the purpose of such provision by a new legally valid and enforceable stipulation.

12.10 Counterparts, Electronic Copies. This Agreement may be executed in multiple counterparts, including by electronic transmission or portable document format (.pdf), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12.11 Survival. The provisions of Sections 6.15 and this Article XII shall survive the termination of this Agreement for any reason or the dissolution of the Company. Subject to the Act, all other rights and obligations of the Members shall cease upon the earlier of the termination of this Agreement or dissolution of the Company.

12.12 Termination.

(a) This Agreement will be automatically effective as of the Effective Date and will continue in effect until the earlier to occur of (i) its termination by the unanimous written consent of all Members of the Company, (ii) the dissolution, liquidation or winding up of the Company and (iii) the consummation of a Drag-Along Sale in which, for whatever reason, all of the Members participate either as Selling Members or Compelled Members.

(b) Section 3.6(b), Sections 5.1 through 5.8, Section 6.10, Section 6.15, Section 8.3, Section 8.4 and Article X shall automatically terminate upon (i) a Qualified IPO or (ii) the listing of any equity securities of the Company on the NASDAQ, the NYSE or another U.S. national securities exchange.

12.13 Special Power of Attorney. Each Member grants a majority of the Board and the Company (each a “Proxy Holder”) a special power of attorney (with full power of substitution and resubstitution) irrevocably making, constituting, and appointing such person as the Member’s attorney-in-fact, with full power and authority to act in the Member’s name and on the Member’s behalf to execute, acknowledge and deliver and swear to in the execution, acknowledgment, delivery and filing of any agreements or instruments that a majority of the Board deems necessary or appropriate in connection with a Drag-Along Sale or Sale of the Company, conducted pursuant to, and subject to the terms and conditions set forth in, Section 5.4 or Section 5.5, as applicable. Further, each Member grants to each Proxy Holder with respect to such a Drag-Along Sale or Sale of the Company a special power of attorney (with full power of substitution and resubstitution) irrevocably making, constituting, and appointing such person as the Member’s attorney-in-fact, with full power and authority to act in the Member’s name and on the Member’s behalf to: (a) vote on all matters to be voted on under this Agreement on behalf of such Members, (b) receive all notices on behalf of such Members, (c) execute and deliver, on behalf of such Members, any agreement, consent, assignment, waiver, other document or instrument or any amendment thereto or to take any other action required of such Members under this Agreement, including executing, acknowledging, delivering and swearing to in the execution, acknowledgment, delivery and filing of any agreements or instruments that a majority of the Board deems necessary or appropriate, and (d) take all other actions to be taken by or on behalf of the Members, as a group, and exercise any and all rights that such Members are permitted or required to do or exercise under this Agreement with respect to such a Drag-Along Sale or Sale of the Company. The special powers granted in this Section 12.13 (i) is irrevocable, (ii) is coupled with an interest, and (iii) shall survive a Member’s death, incapacity or dissolution. A majority of the Board, duly appointed officer of the Company or other person duly designated by a majority of the Board and the Company may exercise the special power of attorney granted in this Section 12.13 by a facsimile or other electronic signature (including electronic mail with PDF attachment).

12.14 Further Assurance. Each party to this Agreement agrees to execute, acknowledge, deliver, file and record such further certificates, amendments, instruments and documents and to do all

such other acts and things, as may be required by law or as, in the reasonable judgment of the Board, may be necessary or reasonably advisable to carry out the intent and purpose of this Agreement.

[Signature pages follow]

IN WITNESS WHEREOF, the Members signatory hereto have entered into this Agreement on the date first above written:

MEMBERS:

[●]Member

Name:

Title:

Annex I
Registration Rights

See attached.

REGISTRATION RIGHTS

1. **Definitions.** Capitalized terms used but not defined in this Annex I have the meanings given to such terms in the LLC Agreement. As used in this Annex I, and solely for the purposes of this Annex I, the following terms have the meanings specified below:

“Affiliated Holders” has the meaning set forth in Section 2(b)(i) of this Annex I. “beneficially owned,” “beneficial ownership” and similar phrases have the same meanings as such terms have under Rule 13d-3 (or any successor rule then in effect) under the Exchange Act, except that in calculating the beneficial ownership of any Holder, such Holder shall be deemed to have beneficial ownership of all securities that such Holder has the right to acquire, whether such right is currently exercisable or is exercisable upon the occurrence of a subsequent event. For the avoidance of doubt, each Holder shall be deemed to beneficially own all of the Common Interests held by any of its Affiliates.

“Block Sale” means the sale of Common Interests constituting more than one percent (1%) of Common Interests then outstanding to one or more purchasers in a registered transaction without a prior marketing process by means of (i) a bought deal, (ii) a block trade or (iii) a direct sale.

“Company Notice” has the meaning set forth in Section 2(a)(iii) of this Annex I.

“Demand Eligible Holder” has the meaning set forth in Section 2(b)(i) of this Annex I.

“Demand Eligible Holder Request” has the meaning set forth in Section 2(b)(i) of this Annex I.

“Demand Notice” has the meaning set forth in Section 2(b)(i) of this Annex I.

“Demand Registration” has the meaning set forth in Section 2(b)(i) of this Annex I.

“Demand Registration Statement” has the meaning set forth in Section 2(b)(i) of this Annex I.

“Effectiveness Period” has the meaning set forth in Section 2(b)(iii) of this Annex I. “Family Member” means, with respect to any natural Person, such Person’s parents, spouse (but not including a former spouse or a spouse from whom such Person is legally separated) and descendants (whether or not adopted) and any trust, family limited partnership or limited liability company that is and remains solely for the benefit of such Person’s spouse (but not including a former spouse or a spouse from whom such Person is legally separated) and/or descendants.

“FINRA” means Financial Industry Regulatory Authority, Inc.

“Holder” means each Member of the Company who holds any portion of the Company’s then outstanding Common Interests.

“Indemnified Persons” has the meaning set forth in Section 5(a) of this Annex I.

“Initial Public Offering” means the initial firm commitment underwritten public offering of Registrable Securities consummated for cash and registered under the Securities Act or equivalent foreign securities laws (other than a registration statement on Form S-4 or Form S-8 (or any similar or successor form or equivalent foreign form)) pursuant to which Registrable Securities are sold and concurrently listed on a national securities exchange in the United States.

“Initiating Holders” has the meaning set forth in Section 2(b)(i) of this Annex I.

“Issuer Free Writing Prospectus” means an issuer free writing prospectus, as defined in Rule 433 under the Securities Act, relating to an offer of the Registrable Securities.

“LLC Agreement” means that certain Amended and Restated Limited Liability Company

Agreement of [Reorganized Careismatic Brands, LLC], dated [●], 2024, to which these Registration Rights are attached as Annex I.

“Losses” has the meaning set forth in Section 5(a) of this Annex I.

“Other Registrable Securities” means Common Interests issued or issuable with respect to, on account of or in exchange for Common Interests, whether by dividend, recapitalization, merger or otherwise held by any other Person who has rights to participate in any public offering of securities by the Company pursuant to a registration rights agreement or other similar arrangement with the Company.

“Piggyback Eligible Holders” has the meaning set forth in Section 2(c)(i) of this Annex I.

“Piggyback Notice” has the meaning set forth in Section 2(c)(i) of this Annex I.

“Piggyback Registration” has the meaning set forth in Section 2(c)(i) of this Annex I.

“Piggyback Registration Statement” has the meaning set forth in Section 2(c)(i) of this Annex I.

“Piggyback Request” has the meaning set forth in Section 2(c)(i) of this Annex I.

“Proceeding” means any action, claim, suit, proceeding or investigation (including a preliminary investigation or partial proceeding, such as a deposition) pending or known to the Company to be threatened.

“Prospectus” means the prospectus or prospectuses included in a Registration Statement (including a prospectus that includes any information previously omitted from a prospectus filed as part of an effective Registration Statement in reliance upon Rule 430A promulgated under the Securities Act or any successor rule thereto), all amendments and supplements to the prospectus, including post-effective amendments, all material incorporated by reference or deemed to be incorporated by reference in such prospectus or prospectuses and any Issuer Free Writing Prospectus.

“Registrable Securities” means any Common Interests and any other securities issued or issuable with respect to, on account of or in exchange for Common Interests, whether by dividend, recapitalization, merger or otherwise that are held by the Holder or that are held by any Affiliate, transferee or assignee of any Holder, all of which Common Interests are subject to the rights provided herein until such rights terminate pursuant to the provisions of this Annex I. As to any particular Registrable Securities, such securities shall cease to be Registrable Securities when (i) a registration statement registering such Registrable Securities under the Securities Act has been declared effective and such Registrable Securities have been sold, transferred or otherwise disposed of by the Holder thereof pursuant to such effective registration statement, (ii) such Registrable Securities are sold, transferred or otherwise disposed of pursuant to Rule 144, (iii) such securities cease to be outstanding, or (iv) such Registrable Securities as are held by any Holder who, together with its Affiliates, at the time of determination, holds in the aggregate less than one percent (1%) of the Company’s then outstanding Common Interests; provided that such Common Interests may be sold pursuant to Rule 144(b)(1) under the Securities Act without limitations on volume.

“Registration Date” means the date on which the Company becomes subject to Section 13(a) or Section 15(d) of the Exchange Act in connection with the Common Interests or any other class of equity securities of the Company.

“Registration Expenses” has the meaning set forth in Section 4(a) of this Annex I.

“Registration Statement” means a registration statement of the Company filed with or to be filed with the SEC under the Securities Act and other applicable law, and including any Prospectus, amendments and supplements to each such registration statement or Prospectus, including pre- and post-effective amendments, all exhibits thereto and all material incorporated by reference or deemed to

be incorporated by reference in such registration statement.

“Rule 144” means Rule 144 promulgated by the SEC pursuant to the Securities Act, as such rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the SEC having substantially the same effect as such rule.

“Rule 144A” means Rule 144A promulgated by the SEC pursuant to the Securities Act, as such rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the SEC having substantially the same effect as such rule.

“Rule 158” means Rule 158 promulgated by the SEC pursuant to the Securities Act, as such rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the SEC having substantially the same effect as such rule.

“Rule 405” means Rule 405 promulgated by the SEC pursuant to the Securities Act, as such rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the SEC having substantially the same effect as such rule.

“Rule 424” means Rule 424 promulgated by the SEC pursuant to the Securities Act, as such rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the SEC having substantially the same effect as such rule.

“Selling Expenses” means all underwriting fees, discounts, selling commissions and transfer taxes applicable to the sale of Registrable Securities and related legal and other fees of a Holder or any underwriter not included within the definition of Registration Expenses.

“Shelf” has the meaning set forth in Section 2(a)(i) of this Annex I.

“Shelf Period” has the meaning set forth in Section 2(a)(i) of this Annex I.

“Shelf Registration” means the registration of the Registrable Securities on a Shelf pursuant to Section 2(a)(i) of this Annex I.

“Shelf Takedown Notice” has the meaning set forth in Section 2(a)(iii) of this Annex I.

“Suspension Period” has the meaning set forth in Section 2(e) of this Annex I.

“Trading Market” means any principal national securities exchange in the United States, including, but not limited to, the New York Stock Exchange or The Nasdaq Global Market or, in each case, any successor exchange on which Registrable Securities are (or are to be) listed.

“Underwritten Shelf Takedown” has the meaning set forth in Section 2(a)(ii) of this Annex I.

Unless the context requires otherwise: (a) any pronoun used in this Annex I shall include the corresponding masculine, feminine or neuter forms; (b) references to Sections, paragraphs and clauses refer to Sections, paragraphs and clauses of this Annex I; (c) the terms “include,” “includes,” “including” or words of like import shall be deemed to be followed by the words “without limitation”; (d) the terms “hereof,” “herein” or “hereunder” refer to this Annex I as a whole and not to any particular provision of this Annex I; (e) unless the context otherwise requires, the term “or” is not exclusive and shall have the inclusive meaning of “and/or”; (f) defined terms herein will apply equally to both the singular and plural forms and derivative forms of defined terms will have correlative meanings; (g) references to any law or statute shall include all rules and regulations promulgated thereunder, and references to any form of Registration Statement, law or statute shall be construed as including any legal and statutory provisions consolidating, amending, succeeding or replacing the applicable form of Registration Statement, law or statute; (h) references to any Person include such Person’s successors and permitted assigns; and (i) references to “days” are to calendar days unless otherwise indicated.

2. Registration. This Annex I, and the rights granted hereunder, shall not be effective and

will not vest until a majority of the members of the Board ratify this Annex I.

(a) Shelf Registration.

(i) As soon as reasonably practicable after the date on which the Company becomes eligible to use a Registration Statement on Form S-3 to register the resale of Registrable Securities, and upon the request of an eligible Holder beneficially owning at least five percent (5%) of the then outstanding Common Interests, the Company shall file a Registration Statement on Form S-3 covering the resale of all Registrable Securities on a delayed or continuous basis (the “Shelf”) for such Registrable Securities held by all such requesting Holders. The Company shall use its reasonable best efforts to cause such Registration Statement to become effective as promptly as practicable. The Company shall use its reasonable best efforts to keep the Shelf continuously effective under the Securities Act until there are no longer any Registrable Securities (the “Shelf Period”).

(ii) Subject to the provisions of Section 2(a)(v) of this Annex I, at any time during which the Shelf is effective (or in connection with its initial effectiveness), any one or more of the eligible Holders of Registrable Securities may request to sell all or any portion of their Registrable Securities in an underwritten offering that is registered pursuant to the Shelf (each, an “Underwritten Shelf Takedown”); provided that in the case of each such Underwritten Shelf Takedown such Holder or Holders will be entitled to make such demand only if (A) the number of Registrable Securities to be sold in such Underwritten Shelf Takedown represents not less than ten percent (10%) of the outstanding Common Interests in the aggregate and (B) the total offering price of the Common Interests to be sold in such Underwritten Shelf Takedown (including any piggyback securities and before deduction of underwriting discounts) is reasonably expected to exceed, in the aggregate, [\$200 million].

(iii) All requests for Underwritten Shelf Takedowns shall be made by giving written notice to the Company (the “Shelf Takedown Notice”). Each Shelf Takedown Notice shall specify the approximate number of Registrable Securities to be sold in the Underwritten Shelf Takedown and the expected price range (net of underwriting discounts and commissions) of such Underwritten Shelf Takedown. Subject to Section 2(i) of this Annex I below, within three (3) days after receipt of any Shelf Takedown Notice, the Company shall give written notice of such requested Underwritten Shelf Takedown to all other Holders of Registrable Securities (the “Company Notice”) and, subject to the provisions of Section 2(a)(iv) and Section 2(i) of this Annex I below, shall include in such Underwritten Shelf Takedown all Registrable Securities with respect to which the Company has received written requests for inclusion therein within five (5) Business Days after giving the Company Notice.

(iv) If the managing underwriters for such Underwritten Shelf Takedown advise the Company that in their reasonable view, or, if such managing underwriters are unwilling to so advise the Company, if the Company concludes after consultation with such managing underwriters and the Holder of Registrable Securities proposed to be included in such Underwritten Shelf Takedown that in the Company’s reasonable view, the number of Common Interests proposed to be included in such Underwritten Shelf Takedown exceeds the number of Common Interests which can be sold in an orderly manner in such offering within a price range acceptable to the Holders of a majority of the Registrable Securities requested to be included in the Underwritten Shelf Takedown, then the Company shall so advise all Holders of Registrable Securities proposed to be included in such Underwritten Shelf Takedown, and shall include in such Underwritten Shelf Takedown the number of Common Interests which can be so sold in the following order of priority: (A) first, the Registrable Securities requested to be included in such Underwritten Shelf Takedown, which in the view of such underwriters or the Company, as applicable, can be sold in an orderly manner within the price range of such

offering, pro rata among the respective Holders of such Registrable Securities on the basis of the number of Registrable Securities requested to be included therein by each such Holder, and (B) second, Other Registrable Securities requested to be included in such Underwritten Shelf Takedown to the extent permitted hereunder, pro rata among the respective Holders of such Other Registrable Securities on the basis of the number of securities requested to be included therein by each such Holder.

(v) Other than Block Sales, which shall not be classified as an Underwritten Shelf Takedown solely for the purposes of the limitations under this Section 2(a)(v) of this Annex I, the Company shall not be obligated to (A) effect an Underwritten Shelf Takedown within ninety (90) days (or such shorter period specified in any applicable lock-up agreement entered into with underwriters) after the consummation of a previous Underwritten Shelf Takedown or Demand Registration and (B) effect a total of not more than two (2) Underwritten Shelf Takedowns while any Registrable Securities remain outstanding; provided that one (1) of such two (2) Underwritten Shelf Takedowns shall be reserved for Holders who beneficially own in the aggregate more than 20 percent (20%) of the Company's then outstanding Common Interests.

(vi) The Holders of a majority of the Registrable Securities requested to be included in an Underwritten Shelf Takedown shall have the right to select the investment banker(s) and manager(s) to administer the offering (which shall consist of one (1) or more reputable nationally recognized investment banks, subject to the Company's approval (which shall not be unreasonably withheld, conditioned or delayed)) and one (1) firm of counsel to represent all of the Holders (along with any reasonably necessary local counsel), in connection with such Underwritten Shelf Takedown; provided that the Company shall select such investment banker(s), manager(s) and counsel (including local counsel) if such Holders of such majority cannot so agree on the same within a reasonable time period.

(vii) Any Holder whose Registrable Securities were to be included in any such registration pursuant to Section 2(a)(ii) of this Annex I may elect to withdraw any or all of its Registrable Securities therefrom, without prejudice to the rights of any such Holder or Holders to include Registrable Securities in any future registration (or registrations), by written notice to the Company delivered on or prior to the effective date of the relevant Underwritten Shelf Takedown.

(viii) As of the date this Annex I is ratified by a majority of the members of the Board, the Company represents and warrants that it is not a party to, or otherwise subject to, any agreement other than this Annex I granting registration rights to any other Person with respect to any securities of the Company.

(ix) Notwithstanding any of the foregoing, the Company shall not be obligated to file any Registration Statement pursuant to Section 2(a) of this Annex I without the prior approval of a majority of the members of the Board.

(b) Demand Registration. Subject to the terms and conditions of this Annex I (including Section 2(b)(ii)), at any time on or after an Initial Public Offering or the listing of the Common Interests on a Trading Market, upon written notice to the Company (a "Demand Notice") delivered by a Holder or Holders, collectively, beneficially owning more than ten percent (10%) of the then outstanding Common Interests in the aggregate or, which for the avoidance of doubt shall include any Holder with respect to which there is a director serving on the Board who was appointed by, or is otherwise employed by or affiliated with, such Holder or its Affiliates (each of the foregoing being referred to as the "Initiating Holders") at any time requesting that the Company effect the registration (a "Demand Registration") under the Securities Act (other than pursuant to a Registration Statement on Form S-4 or S-8) the number of Registrable Securities (which, for purposes of this Section 2(b)(i), shall include Common Interests

issuable pursuant to the Warrants) included in such Demand Notice, the Company shall promptly (but in any event, not later than five (5) Business Days following the Company's receipt of such Demand Notice) give written notice of the receipt of such Demand Notice to all other Holders that, to its knowledge, hold Registrable Securities (each, a "Demand Eligible Holder"). The Company shall promptly file the appropriate registration statement (the "Demand Registration Statement") and use its reasonable best efforts to effect, at the earliest practicable date, the registration under the Securities Act and under the applicable state securities laws of (1) the Registrable Securities which the Company has been so requested to register by the Initiating Holders in the Demand Notice and (2) all other Registrable Securities which the Company has been requested to register by the Demand Eligible Holders by written request (the "Demand Eligible Holder Request") given to the Company within ten (10) Business Days after the giving of such written notice by the Company, in each case subject to Section 2(b)(v) of this Annex I, all to the extent required to permit the disposition (in accordance with the intended methods of disposition) of the Registrable Securities to be so registered.

(i) Notwithstanding anything herein to the contrary, the Company shall only be required to (A) effect one (1) Demand Registration in any six (6) month period and (B) effect a total of not more than three (3) Demand Registrations by Holders beneficially owning not less than ten percent (10%) of the outstanding shares of the Common Interests in the aggregate.

(ii) The Company shall use its reasonable best efforts to keep the Demand Registration Statement continuously effective under the Securities Act for the period of time necessary for the underwriters or Holders to sell all the Registrable Securities covered by such Demand Registration Statement or such shorter period which will terminate when all Registrable Securities covered by such Demand Registration Statement have been sold pursuant thereto (including, if necessary, by filing with the SEC a post-effective amendment or a supplement to the Demand Registration Statement or the related Prospectus or any document incorporated therein by reference or by filing any other required document or otherwise supplementing or amending the Demand Registration Statement, if required by the rules, regulations or instructions applicable to the registration form used by the Company for such Demand Registration Statement or by the Securities Act, any state securities or "blue sky" laws, or any other rules and regulations thereunder) (the "Effectiveness Period"). A Demand Registration requested pursuant to this Section 2(b) shall not be deemed to have been effected (A) if the Registration Statement is withdrawn without becoming effective, (B) if the Registration Statement does not remain effective in compliance with the provisions of the Securities Act and the laws of any state or other jurisdiction applicable to the disposition of the Registrable Securities covered by such Registration Statement for the Effectiveness Period, (C) if, after it has become effective, such Registration Statement is subject to any stop order, injunction or other order or requirement of the SEC or other governmental or regulatory agency or court for any reason other than a violation of applicable law solely by any selling Holder and has not thereafter become effective, (D) in the event of an underwritten offering, if the conditions to closing specified in the underwriting agreement entered into in connection with such registration are not satisfied or waived other than by reason of some wrongful act or omission by an Initiating Holder, (E) if the Company does not include in the applicable Registration Statement any Registrable Securities held by a Holder that is required by the terms hereof to be included in such Registration Statement, or (F) if the Initiating Holders and Demand Eligible Holders have not been able to sell at least seventy-five percent (75%) of the Registrable Securities that they have requested to sell in the Demand Notice or Demand Eligible Holder Request.

(iii) Notwithstanding any other provision of this Section 2(b), if (A) the Initiating Holders intend to distribute the Registrable Securities covered by a Demand

Registration by means of an underwritten offering and (B) the managing underwriters advise the Company and the Initiating Holders that in their reasonable view, or, if such managing underwriters are unwilling to so advise the Company and the Initiating Holders, the Company concludes after consultation with such managing underwriters and the Holders of Registrable Securities proposed to be included in such offering that in the Company's reasonable view, the number of Common Interests proposed to be included in such offering (including Registrable Securities requested by Holders to be included in such offering and any securities that the Company or any other Person proposes to be included that are not Registrable Securities) exceeds the number of Common Interests which can be sold in an orderly manner in such offering within a price range acceptable to the Holders of a majority of the Registrable Securities requested to be included in such Demand Registration, then the Company shall so advise all Initiating Holders and Demand Eligible Holders with Registrable Securities proposed to be included in such underwritten offering, and shall include in such offering the number of Common Interests which can be so sold in the following order of priority: (1) first, the Registrable Securities requested to be included in such underwritten offering by the Initiating Holders and the Demand Eligible Holders, which in the view of such underwriters or the Company, as applicable, can be sold in an orderly manner within the price range of such offering, pro rata among such Initiating Holders and Demand Eligible Holders on the basis of the number of Registrable Securities requested to be included therein by each such Initiating Holder and Demand Eligible Holder, and (2) second, Other Registrable Securities requested to be included in such underwritten offering to the extent permitted hereunder pro rata among the respective Holders of such Other Registrable Securities on the basis of the number of securities requested to be included therein by each such Holder.

(iv) The determination of whether any offering of Registrable Securities pursuant to a Demand Registration will be an underwritten offering shall be made in the sole discretion of the Holders of a majority of the Registrable Securities included in such underwritten offering, and such Holders of a majority of the Registrable Securities shall have the right to (A) determine the plan of distribution, including the price at which the Registrable Securities are to be sold and the underwriting commissions, discounts and fees and (B) select the investment banker(s) and manager(s) to administer the offering (which shall consist of one (1) or more reputable nationally recognized investment banks, subject to the Company's approval (which shall not be unreasonably withheld, conditioned or delayed)) and one (1) firm of counsel to represent all of the Holders (along with any reasonably necessary local counsel), in connection with such Demand Registration; provided that the Company shall select such investment banker(s), manager(s) and counsel (including local counsel) if such Holders of such majority cannot so agree on the same within a reasonable time period.

(v) Any Holder whose Registrable Securities were to be included in any such registration pursuant to this Section 2(b) may elect to withdraw any or all of its Registrable Securities therefrom, without prejudice to the rights of any such Holder or Holders to include Registrable Securities in any future registration (or registrations), by written notice to the Company delivered on or prior to the effective date of the relevant Demand Registration Statement.

(c) Piggyback Registration.

(i) If at any time the Company proposes to file a Registration Statement (a "Piggyback Registration Statement"), other than pursuant to a Shelf Registration under Section 2(a) of this Annex I or any Demand Registration under Section 2(b) of this Annex I and other than an Initial Public Offering, for an offering of Common Interests or other equity interests for cash (whether in connection with a public offering of Common Interests by the Company, a public offering of Common Interests by holders of such securities other than Holders, or both,

but excluding an offering relating solely to an employee benefit plan, an offering relating to a transaction on Form S-4, an offering on any Registration Statement form that does not permit secondary sales or an offering in connection with any dividend or distribution reinvestment or similar plan), the Company shall give written notice (the “Piggyback Notice”) to all Holders that, to its knowledge, hold at least 1% of the Company’s outstanding Common Interests (collectively, the “Piggyback Eligible Holders”) of the Company’s intention to file a Piggyback Registration Statement reasonably in advance of (and in any event at least ten (10) Business Days before) the anticipated filing date of such Piggyback Registration Statement. The Piggyback Notice shall offer the Piggyback Eligible Holders the opportunity to include for registration in such Piggyback Registration Statement the number of Registrable Securities as they may request, subject to Section 2(c)(ii) of this Annex I (a “Piggyback Registration”). Subject to Section 2(c)(ii) of this Annex I, the Company shall use its reasonable best efforts to include in each such Piggyback Registration such Registrable Securities for which the Company has received written requests (each, a “Piggyback Request”) from Piggyback Eligible Holders within five (5) Business Days after giving the Piggyback Notice. If a Piggyback Eligible Holder decides not to include all of its Registrable Securities in any Piggyback Registration Statement thereafter filed by the Company, such Piggyback Eligible Holder shall nevertheless continue to have the right to include any Registrable Securities in any subsequent Piggyback Registration Statements or registration statements as may be filed by the Company with respect to offerings of Common Interests, all upon the terms and conditions set forth herein. The Company shall use its reasonable best efforts to effect the registration under the Securities Act (other than pursuant to a Registration Statement on Form S-4 or S-8) of all Registrable Securities which the Company has been so requested to register pursuant to the Piggyback Requests, to the extent required to permit the disposition of the Registrable Securities so requested to be registered.

(ii) If the Piggyback Registration under which the Company gives notice pursuant to Section 2(c)(i) of this Annex I is an underwritten offering, and the managing underwriter or managing underwriters of such offering advise the Company and the Piggyback Eligible Holders that, in their reasonable view, or, if such managing underwriters are unwilling to so advise the Company and the Piggyback Eligible Holders, the Company concludes after consultation with such managing underwriters and the Holders of Registrable Securities proposed to be included in such registration that in the Company’s reasonable view, the amount of securities requested to be included in such registration (including Registrable Securities requested by the Piggyback Eligible Holders to be included in such offering and any securities that the Company or any other Person proposes to be included that are not Registrable Securities) exceeds the number of Common Interests which can be sold in an orderly manner in such offering within a price range acceptable to the Company, then the Company shall so advise all Piggyback Eligible Holders with Registrable Securities proposed to be included in such Piggyback Registration, and shall include in such offering the number which can be so sold in the following order of priority: (A) in the case of a Company-initiated registration, (1) first, the securities that the Company proposes to sell, (2) second, the Registrable Securities requested to be included in such Piggyback Registration pro rata among the Piggyback Eligible Holders on the basis of the number of Registrable Securities requested to be included therein by each Piggyback Eligible Holder and (3) third, Other Registrable Securities requested to be included in such Piggyback Registration, pro rata among the Holders thereof on the basis of the number of securities requested to be included therein by each such Holder and (B) in the case of a non-Company initiated registration, (1) first, the securities requested to be included in such offering by the Holders of the Company’s securities initiating such registration and the Piggyback Eligible Holders, pro rata among such Holders on the basis of the number of securities requested to be included therein by each such Holder and (2) second, Other

Registrable Securities requested to be included in such offering to the extent permitted hereunder pro rata among the respective Holders of such Other Registrable Securities on the basis of the number of securities requested to be included therein by each such Holder. Promptly (and in any event within one (1) Business Day) following receipt of notification by the Company from the managing underwriter of a range of prices at which such Registrable Securities are likely to be sold, the Company shall so advise each Piggyback Eligible Holder requesting registration in such offering of such price. If any Piggyback Eligible Holder disapproves of the terms of any such underwriting (including the price offered by the underwriter(s) in such offering), such Piggyback Eligible Holder may elect to withdraw any or all of its Registrable Securities therefrom, without prejudice to the rights of any such Holder or Holders to include Registrable Securities in any future Piggyback Registration or other registration statement, by written notice to the Company and the managing underwriter(s) delivered on or prior to the effective date of such Piggyback Registration Statement. Any Registrable Securities withdrawn from such underwriting shall be excluded and withdrawn from the registration. For any Piggyback Eligible Holder that is a partnership, limited liability company, corporation or other entity, the partners, members, stockholders, subsidiaries, parents and Affiliates of such Piggyback Eligible Holder, or the estates and Family Members of any such partners or members and retired partners or members and any trusts for the benefit of any of the foregoing Persons, shall be deemed to be a single "Piggyback Eligible Holder," and any pro rata reduction with respect to such "Piggyback Eligible Holder" shall be based upon the aggregate amount of securities carrying registration rights owned by all entities and individuals included in such "Piggyback Eligible Holder," as defined in this sentence.

(iii) The Company shall have the right to terminate or withdraw any registration initiated by it under this Section 2(c) prior to the effective date of such Registration Statement, whether or not any Piggyback Eligible Holder has elected to include Registrable Securities in such Registration Statement, without prejudice, however, to the right of the Holders immediately to request that such registration be effected as a registration under Section 2(b) of this Annex I to the extent permitted thereunder and subject to the terms set forth therein.

(iv) If a Piggyback Registration pursuant to this Section 2(c) involves an underwritten offering, the Company shall have the right, in consultation with subject to the approval of the Holders of a majority of the Registrable Securities included in such underwritten offering (which approval shall not be unreasonably withheld, conditioned or delayed), to (A) determine the plan of distribution, including the price at which the Registrable Securities are to be sold and the underwriting commissions, discounts and fees and (B) select the investment banker or bankers and managers to administer the offering, including the lead managing underwriter.

(v) No registration effected under this Section 2(c) shall relieve the Company of its obligations to effect any registration of the sale of Registrable Securities upon request under Section 2(a) or Section 2(b) of this Annex I and no registration effected pursuant to this Section 2(c) shall be deemed to have been effected pursuant to Section 2(a) or Section 2(b) of this Annex I.

(d) Any Demand Notice, Demand Eligible Holder Request, Piggyback Request or Shelf Takedown Notice shall (i) specify the number or class of Registrable Securities and, if applicable, other securities, intended to be offered and sold by the Holder making the request, (ii) express such Holder's bona fide intent to offer such Registrable Securities for distribution, (iii) describe the nature or method of the proposed offer and sale of Registrable Securities (to the extent applicable) and (iv) contain the undertaking of such Holder to provide all such information and materials and take all action as may reasonably be required in order to permit the Company to comply with all applicable

requirements in connection with the registration of such Registrable Securities.

(e) Notwithstanding any other provision of this Section 2, the Company shall have the right but not the obligation to defer the filing of, or suspend the use by the Holders of, any Demand Registration or Shelf Registration for a period of up to sixty (60) days if (i) the Board determines, in its good faith judgment, that the disclosure that would otherwise be required to file or update such Registration Statement would cause the disclosure of material non-public information in a manner that would materially and adversely interfere with any pending material financing or material acquisition, merger, recapitalization, consolidation or reorganization or similar transaction involving the Company; (ii) if the Company is subject to any of its customary suspension or blackout periods, for all or part of such period; (iii) upon issuance by the SEC of a stop order suspending the effectiveness of any registration statement with respect to Registrable Securities or the initiation of proceedings with respect to such registration statement under Section 8(d) or 8(e) of the Securities Act; (iv) if the Company believes that any such registration or offering (A) should not be undertaken because it would reasonably be expected to materially interfere with any material corporate development or plan or (B) would require the Company, under applicable securities laws and other laws, to make disclosure of material nonpublic information that would not otherwise be required to be disclosed at that time and the Company believes in good faith that such disclosures at that time would not be in the Company's best interests; provided that this exception (B) shall continue to apply only during the time that such material nonpublic information has not been disclosed and remains material; (v) if the Company elects at such time to offer Common Interests to (1) fund a merger, third-party tender offer or other business combination, acquisition of assets or similar transaction or (2) meet rating agency and other capital funding requirements; (vi) if the Company is pursuing a primary underwritten offering of Common Interests pursuant to a registration statement; provided that Holders shall have Piggyback Registration rights with respect to such primary underwritten offering in accordance with and subject to the restrictions set forth in Section 2(c) of this Annex I or (vii) if any other material development would materially and adversely interfere with any such Demand Registration or Shelf Registration (any such period, a "Suspension Period"); provided, however, that in such event, the Initiating Holders will be entitled to withdraw any request for a Demand Registration and, if such request is withdrawn, such Demand Registration will not count as a Demand Registration; and provided, further, that in no event shall the Company declare a Suspension Period more than twice in any twelve (12) month period or for more than an aggregate of ninety (90) days in any twelve (12) month period. The Company shall give written notice to the Holders of its declaration of a Suspension Period and of the expiration of the relevant Suspension Period.

(f) The Company may require each Holder of Registrable Securities as to which any Registration Statement is being filed or sale is being effected to furnish to the Company such information regarding the distribution of such securities and such other information relating to such Holder and its ownership of Registrable Securities as the Company may from time to time reasonably request in writing (provided that such information shall be used only in connection with such registration) and the Company may exclude from such registration or sale the Registrable Securities of any such Holder who fails to furnish such information within a reasonable time after receiving such request. Each Holder agrees to furnish such information to the Company and to cooperate with the Company as reasonably necessary to enable the Company to comply with the provisions of this Annex I.

(g) All registration rights granted under this Section 2 shall continue to be applicable with respect to any Holder until such Holder no longer holds any Registrable Securities.

(h) Notwithstanding anything to the contrary contained herein, (i) no Holder shall be entitled to any piggyback right or to participate as a Demand Eligible Holder under this Section 2 in the event of a Block Sale (including Block Sales off of a Shelf; provided that any registration with respect to a Block Sale shall not constitute a Demand Registration for purposes of determining the number of

Demand Registrations effected by the Company under Section 2(b)(ii) of this Annex I) except as set forth in Section 2(h)(iii) below, (ii) no Holder, other than an Affiliated Holder, shall be permitted to request or participate in an underwritten offering (including an Underwritten Shelf Takedown) that is a Block Sale and (iii) an Affiliated Holder effecting an underwritten offering (including an Underwritten Shelf Takedown) that is a Block Sale shall provide prompt notice (but in no event later than twenty-four (24) hours prior to such Block Sale) to the Company and any other Affiliated Holder setting forth the proposed timeline for such offering to permit participation by such other Affiliated Holder in such offering, and such other Affiliated Holder shall be entitled to participate in such offering so long as such participation of such other Affiliated Holder does not materially delay the proposed timeline of such Block Sale specified in the notice.

(i) Following the Registration Date, the Company, in connection with any action taken under this Annex I, may, in good faith, reasonably request in writing from any Holder the number of Registrable Securities held by such Holder, and any Holder receiving such a written request shall provide the duly requested information to the Company as promptly as is reasonably practicable.

3. Registration Procedures. The procedures to be followed by the Company and each participating Holder to register the sale of Registrable Securities pursuant to a Registration Statement in accordance with this Annex I, and the respective rights and obligations of the Company and such Holders with respect to the preparation, filing and effectiveness of such Registration Statement, are as follows:

(a) The Company will (i) prepare and file a Registration Statement or a prospectus supplement, as applicable, with the SEC (within the time period specified in Section 2(a) or Section 2(b) of this Annex I, as applicable, in the case of a Shelf Registration, an Underwritten Shelf Takedown or a Demand Registration) which Registration Statement (A) shall be on a form selected by the Company for which the Company qualifies, (B) shall be available for the sale or exchange of the Registrable Securities in accordance with the intended method or methods of distribution, in the case of a Demand Registration Statement, a Shelf or an Underwritten Shelf Takedown, and (C) shall comply as to form in all material respects with the requirements of the applicable form and include and/or incorporate by reference all financial statements required by the SEC to be filed therewith, (ii) use its reasonable best efforts to cause such Registration Statement to become effective and remain effective for the periods provided under Section 2(a) or Section 2(b) of this Annex I, as applicable, in the case of a Shelf Registration Statement or a Demand Registration Statement, respectively, (iii) use its reasonable best efforts to prevent the occurrence of any event that would cause a Registration Statement to contain a material misstatement or omission or to be not effective and usable for resale of the Registrable Securities registered pursuant thereto (during the period that such Registration Statement is required to be effective as provided under Section 2(a) or Section 2(b) of this Annex I), and (iv) cause each Registration Statement and the related Prospectus and any amendment or supplement thereto, as of the effective date of such Registration Statement, amendment or supplement (A) to comply in all material respects with any requirements of the Securities Act and the rules and regulations of the SEC and (B) not to contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading. The Company will, (1) at least five (5) Business Days prior to the anticipated filing of a Registration Statement or any related Prospectus or any amendment or supplement thereto furnish to such Holders and the managing underwriter or underwriters of an underwritten offering of Registrable Securities, if applicable, copies of all such documents proposed to be filed, (2) use its reasonable best efforts to address in each such document prior to being so filed with the SEC such comments as such Holder or underwriter reasonably shall propose within three (3) Business Days of receipt of such copies by the Holders and (3) not file any Registration Statement or any related Prospectus or any amendment or supplement thereto to which a participating Holder reasonably objects.

(b) The Company will use its reasonable best efforts to, as promptly as reasonably

practicable (i) prepare and file with the SEC such amendments, including post-effective amendments, and supplements to each Registration Statement and the Prospectus used in connection therewith as (A) may be reasonably requested by any Holder of Registrable Securities covered by such Registration Statement necessary to permit such Holder to sell in accordance with its intended method of distribution or (B) may be necessary under applicable law to keep such Registration Statement continuously effective with respect to the disposition of all Registrable Securities covered thereby for the periods provided under Section 2(a) or Section 2(b) of this Annex I, as applicable, in accordance with the intended method of distribution and, subject to the limitations contained in this Annex I, prepare and file with the SEC such additional Registration Statements in order to register for resale under the Securities Act all of the Registrable Securities held by the Holders, (ii) cause the related Prospectus to be amended or supplemented by any required prospectus supplement and, as so supplemented or amended, to be filed pursuant to Rule 424, (iii) respond to any comments received from the SEC with respect to each Registration Statement or Prospectus or any amendment thereto and (iv) as promptly as reasonably practicable, provide such Holders true and complete copies of all correspondence from and to the SEC relating to such Registration Statement or Prospectus other than any comments that the Company determines in good faith would result in the disclosure to such Holders of material and non-public information concerning the Company that is not already in the possession of such Holder.

(c) The Company will comply in all material respects with the provisions of the Securities Act and the Exchange Act (including Regulation M under the Exchange Act) with respect to each Registration Statement and the disposition of all Registrable Securities covered by each Registration Statement.

(d) The Company will notify such Holders that, to its knowledge, hold Registrable Securities and the managing underwriter or underwriters of an underwritten offering of Registrable Securities, if applicable, as promptly as reasonably practicable: (i)(A) when a Registration Statement, any pre-effective amendment, any Prospectus or any prospectus supplement or post-effective amendment to a Registration Statement or any free writing prospectus is proposed to be filed, (B) when the SEC notifies the Company whether there will be a “review” of such Registration Statement and whenever the SEC comments on such Registration Statement (in which case the Company shall provide true and complete copies thereof and all written responses thereto to each Holder and underwriter, if applicable, other than information which the Company determines in good faith would constitute material and non-public information that is not already in the possession of such Holder) and (C) with respect to each Registration Statement or any post-effective amendment thereto, when the same has been declared effective; (ii) of any request by the SEC or any other federal or state governmental or regulatory authority for amendments or supplements to a Registration Statement or Prospectus or for additional information (whether before or after the effective date of the Registration Statement) or any other correspondence with the SEC or any such authority relating to, or which may affect, the Registration Statement; (iii) of the issuance by the SEC or any other governmental or regulatory authority of any stop order, injunction or other order or requirement suspending the effectiveness of a Registration Statement covering any or all of the Registrable Securities or the initiation of any Proceedings for that purpose; (iv) of the receipt by the Company of any notification with respect to the suspension of the qualification or exemption from qualification of any of the Registrable Securities for sale in any jurisdiction, or the initiation or threatening of any Proceeding for such purpose; (v) if, at any time, to the Company’s knowledge, the representations and warranties of the Company in any applicable underwriting agreement or similar agreement cease to be true and correct in all material respects or (vi) of the occurrence of any event that makes any statement made in such Registration Statement or Prospectus or any document incorporated or deemed to be incorporated therein by reference untrue in any material respect or if, as a result of such event or the passage of time, such Registration Statement, Prospectus or other documents requires revisions so that, in the case of such Registration Statement or the Prospectus, as the case may be, it will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary

to make the statements therein (in the case of the Prospectus, in light of the circumstances under which they were made) not misleading, or when any Issuer Free Writing Prospectus includes information that may conflict with the information contained in the Registration Statement or Prospectus, or if, for any other reason, it shall be necessary during such time period to amend or supplement such Registration Statement or Prospectus in order to comply with the Securities Act, which shall correct such misstatement or omission or effect such compliance.

(e) The Company will use its reasonable best efforts to avoid the issuance of or, if issued, obtain the withdrawal of (i) any stop order or other order suspending the effectiveness of a Registration Statement or the use of any Prospectus or (ii) any suspension of the qualification (or exemption from qualification) of any of the Registrable Securities for sale in any jurisdiction, at the earliest practicable moment, or if any such order or suspension is made effective during any Suspension Period, at the earliest practicable moment after the Suspension Period is over.

(f) During the Effectiveness Period or the Shelf Period, as applicable, the Company will furnish to each Holder and the managing underwriter or underwriters of an underwritten offering of Registrable Securities, if applicable, upon their request, without charge, at least one (1) conformed copy of each Registration Statement and each amendment thereto and all exhibits to the extent requested by such Holder or underwriter (including those incorporated by reference) promptly after the filing of such documents with the SEC.

(g) The Company will promptly deliver to each Holder and the managing underwriter or underwriters of an underwritten offering of Registrable Securities, if applicable, without charge, as many copies of each Prospectus or Prospectuses (including each form of prospectus) and each amendment or supplement thereto as such Holder or underwriter may reasonably request in order to facilitate the disposition of the Registrable Securities by such Holder or underwriter. The Company consents to the use of such Prospectus and each amendment or supplement thereto by each of the selling Holders and any applicable underwriter in connection with the offering and sale of the Registrable Securities covered by such Prospectus and any amendment or supplement thereto. The Company will use its reasonable best efforts to (i) register or qualify the Registrable Securities covered by a Registration Statement, no later than the time such Registration Statement is declared effective by the SEC, under all applicable securities laws (including the “blue sky” laws) of such jurisdictions each underwriter, if any, or any Holder shall reasonably request; (ii) keep each such registration or qualification effective during the period such Registration Statement is required to be kept effective under the terms of this Annex I and (iii) do any and all other acts and things which may be reasonably necessary or advisable to enable such underwriter, if any, and each Holder to consummate the disposition in each such jurisdictions of the Registrable Securities covered by such Registration Statement; provided, however, that the Company will not be required to (A) qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify but for this subparagraph, (B) subject itself to taxation in any such jurisdiction or (C) consent to general service of process (other than service of process in connection with such registration or qualification or any sale of Registrable Securities in connection therewith) in any such jurisdiction.

(h) The Company will cooperate with each Holder and the underwriter or managing underwriter of an underwritten offering of Registrable Securities, if applicable, to facilitate the timely preparation and delivery of certificates representing Registrable Securities to be delivered to a transferee pursuant to a Registration Statement, which certificates shall be free of all restrictive legends indicating that the Registrable Securities are unregistered or unqualified for resale under the Securities Act, Exchange Act or other applicable securities laws, and to enable such Registrable Securities to be in such denominations and registered in such names as each Holder or the underwriter or managing underwriter of an underwritten offering of Registrable Securities, if any, may request in writing. In connection therewith, if required by the Company’s transfer agent, the Company will promptly, after the effective date of the Registration Statement, cause an opinion of counsel as to the effectiveness of the

Registration Statement to be delivered to and maintained with such transfer agent, together with any other authorizations, certificates and directions required by the transfer agent which authorize and direct the transfer agent to issue such Registrable Securities without any such legend upon sale by the Holder or the underwriter or managing underwriter of an underwritten offering of Registrable Securities, if any, of such Registrable Securities under the Registration Statement.

(i) Upon the occurrence of any event contemplated by Section 3(d)(vi) of this Annex I, as promptly as reasonably practicable, the Company will prepare a supplement or amendment, including a post-effective amendment, if required by applicable law, to the affected Registration Statement or a supplement to the related Prospectus or any document incorporated or deemed to be incorporated therein by reference or to the applicable Issuer Free Writing Prospectus, and file any other required document so that, as thereafter delivered, no Registration Statement nor any Prospectus will contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein (in the case of a Prospectus, in light of the circumstances under which they were made) not misleading and no Issuer Free Writing Prospectus will include information that conflicts with information contained in the Registration Statement or Prospectus and such that each selling Holder can resume disposition of such Registrable Securities covered by such Registration Statement or Prospectus.

(j) Such Holders may distribute the Registrable Securities by means of an underwritten offering; provided that (i) such Holders provide to the Company a Shelf Takedown Notice or Demand Notice of their intention to distribute Registrable Securities by means of an underwritten offering, (ii) the right of any Holder to include such Holder's Registrable Securities in such registration shall be conditioned upon such Holder's participation in such underwriting and the inclusion of such Holder's Registrable Securities in the underwriting to the extent provided herein, (iii) each Holder participating in such underwritten offering agrees to enter into an underwriting agreement in customary form and sell such Holder's Registrable Securities on the basis provided in any underwriting arrangements approved by the Holders entitled to select the managing underwriter or managing underwriters hereunder (provided that any such Holder shall not be required to make any representations or warranties to or agreements with the Company or the underwriters other than representations, warranties, agreements and indemnities regarding such Holder, such Holder's title to the Registrable Securities, such Holder's intended method of distribution, the accuracy of information concerning such Holder as provided by or on behalf of such Holder, and any other representations required to be made by the Holder under applicable law, and the aggregate amount of the liability of such Holder in connection with such offering shall not exceed such Holder's net proceeds from the disposition of such Holder's Registrable Securities in such offering) and (iv) each Holder participating in such underwritten offering completes and executes all questionnaires, powers of attorney, custody agreements and other documents reasonably required under the terms of such underwriting arrangements. The Company hereby agrees with each Holder that, in connection with any underwritten offering in accordance with the terms hereof, it will negotiate in good faith and execute all indemnities, underwriting agreements and other documents reasonably required under the terms of such underwriting arrangements, and will procure auditor "comfort" letters addressed to the underwriters in the offering from the Company's independent certified public accountants or independent auditors (and, if necessary, any other independent certified public accountants or independent auditors of any subsidiary of the Company or any business acquired by the Company for which financial statements and financial data are, or are required to be, included in the Registration Statement) in customary form and covering such matters of the type customarily covered by comfort letters as the underwriters reasonably request, dated the date of execution of the underwriting agreement and brought down to the closing under the underwriting agreement.

(k) The Company will obtain for delivery to the underwriter or underwriters of an underwritten offering of Registrable Securities, an opinion or opinions from counsel for the Company

(including any local counsel reasonably requested by the underwriters) dated the most recent effective date of the Registration Statement or, in the event of an underwritten offering, the date of the closing under the underwriting agreement, in customary form, scope and substance, covering the matters customarily covered in opinions requested in sales of securities or underwritten offerings, which opinions shall be reasonably satisfactory to such underwriters and its counsel.

(l) For a reasonable period prior to the filing of any Registration Statement and throughout the Effectiveness Period or the Shelf Period, as applicable, the Company will make available upon reasonable notice at the Company's principal place of business or such other reasonable place for inspection by a representative appointed by a majority of the Holders covered by the applicable Registration Statement, by any managing underwriter or managing underwriters selected in accordance with this Annex I and by any attorney, accountant or other agent retained by such Holders or underwriter, such financial and other information and books and records of the Company, and cause the officers, employees, counsel and independent certified public accountants of the Company to respond to such inquiries, as shall be reasonably necessary (and in the case of counsel, not violate an attorney-client privilege in such counsel's reasonable belief) to conduct a reasonable investigation within the meaning of Section 11 of the Securities Act.

(m) The Company will (i) provide and cause to be maintained a transfer agent and registrar for all Registrable Securities covered by the applicable Registration Statement from and after a date not later than the effective date of such Registration Statement and provide and enter into any reasonable agreements with a custodian for the Registrable Securities and (ii) not later than the effective date of the applicable Registration Statement, provide a CUSIP number for all Registrable Securities.

(n) The Company will cooperate with each Holder of Registrable Securities and each underwriter or agent participating in the disposition of Registrable Securities and their respective counsel in connection with any filings required to be made with FINRA and in performance of any due diligence investigations by any underwriter.

(o) The Company will use its reasonable best efforts to comply with all applicable rules and regulations of the SEC, any securities exchange on which the Company's securities are listed, FINRA and any state securities authority, and make available to each Holder, as soon as reasonably practicable after the effective date of the Registration Statement, an earnings statement covering at least twelve (12) months which shall satisfy the provisions of Section 11(a) of the Securities Act and Rule 158.

(p) The Company will use its reasonable best efforts to ensure that any Issuer Free Writing Prospectus utilized in connection with any Prospectus complies in all material respects with the Securities Act, is filed in accordance with the Securities Act to the extent required thereby, is retained in accordance with the Securities Act to the extent required thereby and, when taken together with the related Prospectus, will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(q) In connection with any registration of Registrable Securities pursuant to this Annex I, the Company will use its reasonable best efforts to expedite or facilitate the disposition of Registrable Securities by such Holders, including using reasonable best efforts to cause appropriate officers and employees to be available, on a customary basis and upon reasonable advance notice, to meet with prospective investors in presentations, meetings and road shows but not in connection with more than four offerings in any twelve (12) months.

(r) Following the listing of the Common Interests on the NYSE or NASDAQ or any successor national securities exchange, the Company will use its reasonable best efforts to maintain such listing until each Holder has sold all of its Registrable Securities.

4. Registration Expenses. The Company shall bear all reasonable Registration Expenses in connection with any Demand Registration, Shelf Registration, Shelf Takedown Notice or Piggyback Registration (excluding any Selling Expenses), whether or not any Registrable Securities are sold pursuant to a Registration Statement.

(a) "Registration Expenses" shall include, without limitation, (i) all registration, qualification and filing fees and expenses (including fees and expenses (A) of the SEC or FINRA, incurred in connection with the listing of the Registrable Securities on the Trading Market and in compliance with applicable state securities or "blue sky" laws (including reasonable documented fees and disbursements of counsel for the underwriters in connection with "blue sky" qualifications of the Registrable Securities)); (ii) printing expenses (including expenses of printing certificates for the Company's shares and of printing prospectuses); (iii) road show expenses of the Company and the underwriters, if any; (iv) messenger, telephone and delivery expenses; (v) reasonable documented fees and disbursements of counsel (including any local counsel), auditors and accountants for the Company (including the expenses incurred in connection with "comfort letters" required by or incident to such performance and compliance); (vi) the reasonable documented fees and disbursements of underwriters to the extent customarily paid by issuers or sellers of securities (including, if applicable, the fees and expenses of any "qualified independent underwriter" (and its counsel) that is required to be retained in accordance with the rules and regulations of FINRA); (vii) fees and expenses of any special experts retained by the Company; (viii) Securities Act liability insurance, if the Company so desires such insurance, and (ix) reasonable documented fees and disbursements of one counsel (along with any reasonably necessary local counsel) representing all Holders mutually agreed by Holders of a majority of the Registrable Securities participating in the related registration. In addition, the Company shall be responsible for all of its expenses incurred in connection with the consummation of the transactions contemplated by this Annex I (including expenses payable to third parties and including all salaries and expenses of the Company's officers and employees performing legal or accounting duties), the expense of any annual audit, the expense of any liability insurance it determines to obtain and any underwriting fees, discounts, selling commissions and stock transfer taxes and related legal and other fees applicable to securities sold by the Company and in respect of which proceeds are received by the Company. Each Holder shall pay any Selling Expenses applicable to the sale or disposition of such Holder's Registrable Securities pursuant to any Demand Registration Statement or Piggyback Registration Statement, or pursuant to any Shelf under which such selling Holder's Registrable Securities were sold, in proportion to the amount of such selling Holder's shares of Registrable Securities sold in any offering under such Demand Registration Statement, Piggyback Registration Statement or Shelf.

(b) Notwithstanding anything to the contrary contained herein, the Company shall have no obligation to pay any underwriting discounts or selling commissions attributable to the Registrable Securities being sold by the Holders, which underwriting discounts or selling commissions shall be borne by the selling Holders, pro rata in proportion to the respective amount of Registrable Securities each is selling in such offering.

5. Indemnification.

(a) If requested by a participating Holder, the Company shall indemnify and hold harmless each underwriter, if any, engaged in connection with any registration referred to in Section 2 of this Annex I and provide representations, covenants, opinions and other assurances to such underwriter in form and substance reasonably satisfactory to such underwriter and the Company. Further, the Company shall indemnify and hold harmless each Holder, its Affiliates and each of their respective officers and directors and any Person who controls any such Holder (within the meaning of the Securities Act) and any agent thereof (collectively, "Indemnified Persons"), to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, liabilities, joint or several, costs (including reasonable costs of preparation and reasonable attorneys' fees) and expenses, judgments,

finances, penalties, interest, settlements or other amounts, in each case to the extent, but only to the extent, arising from any and all claims, demands, actions, suits or proceedings, whether civil, criminal, administrative or investigative, in which any Indemnified Person may be involved, or is threatened to be involved, as a party or otherwise, under the Securities Act or otherwise (collectively, "Losses"), as incurred, arising out of, based upon, resulting from or relating to (i) any untrue or alleged untrue statement of a material fact contained in any Registration Statement under which any Registrable Securities were registered, Prospectus (including in any preliminary prospectus (if used prior to the effective date of such Registration Statement)), or in any summary or final prospectus or free writing prospectus or in any amendment or supplement thereto or in any documents incorporated by reference in any of the foregoing or (ii) the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements made therein (in the case of a Prospectus or preliminary Prospectus, in light of the circumstances under which they were made), not misleading; provided, however, that the Company shall not be liable to any Indemnified Person to the extent that any such Losses arise out of, are based upon or result from an untrue or alleged untrue statement or omission or alleged omission made in such Registration Statement, such preliminary, summary or final prospectus or free writing prospectus or such amendment or supplement, in reliance upon and in conformity with written information furnished to the Company by or on behalf of such Indemnified Person specifically for use in the preparation thereof.

(b) In connection with any Registration Statement filed by the Company pursuant to Section 2 of this Annex I in which a Holder has registered for sale its Registrable Securities, each such selling Holder agrees (severally and not jointly) to indemnify and hold harmless, to the fullest extent permitted by law, the Company, its directors and officers, each Person who controls the Company (within the meaning of the Securities Act or the Exchange Act) and each underwriter, if any, from and against any Losses resulting from (i) any untrue statement of a material fact in any Registration Statement under which such Registrable Securities were registered or sold under the Securities Act (including any final, preliminary or summary Prospectus contained therein or any amendment thereof or supplement thereto or any documents incorporated by reference therein) or (ii) any omission to state therein a material fact required to be stated therein or necessary to make the statements therein (in the case of a Prospectus or preliminary Prospectus, in light of the circumstances under which they were made) not misleading, in each case to the extent, but only to the extent, that such untrue statement or omission is contained in any information furnished in writing by or on behalf of such selling Holder to the Company specifically for inclusion in such Registration Statement or Prospectus. In no event shall the liability of any selling Holder hereunder be greater in amount than the dollar amount of the net proceeds received by such Holder under the sale of Registrable Securities giving rise to such indemnification obligation less any amounts paid by such Holder pursuant to Section 5(d) of this Annex I and any amounts paid by such Holder as a result of liabilities incurred under the underwriting agreement, if any, related to such sale. The underwriter for any underwritten offer shall provide the Company and any selling Holder with customary indemnifications and agree to contribution.

(c) Any indemnified Person shall (i) give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification; provided that any delay or failure to so notify the indemnifying party shall not relieve the indemnifying party of its obligations hereunder except to the extent, if at all, that it is actually and materially prejudiced by reason of such delay or failure and (ii) permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party; provided, however, that any indemnified Person shall have the right to select and employ separate counsel and to participate in the defense of such claim, but the fees and expenses of such counsel shall be at the expense of such indemnified Person unless (A) the indemnifying party has agreed in writing to pay such fees or expenses, (B) the indemnifying party shall have failed to assume the defense of such claim within a reasonable time after receipt of notice of such claim from the indemnified Person and employ counsel reasonably satisfactory to such indemnified Person, (C) the indemnified party has reasonably concluded (based upon advice of its counsel) that there

may be legal defenses available to it or other indemnified Persons that are different from or in addition to those available to the indemnifying party or (D) in the reasonable judgment of any such indemnified Person (based upon advice of its counsel) a conflict of interest may exist between such indemnified Person and the indemnifying party with respect to such claims (in which case, if the indemnified Person notifies the indemnifying party in writing that such indemnified Person elects to employ separate counsel at the expense of the indemnifying party, the indemnifying party shall not have the right to assume the defense of such claim on behalf of such indemnified Person). If the indemnifying party assumes the defense, the indemnifying party shall not have the right to settle such action without the consent of the indemnified Person. If such defense is not assumed by the indemnifying party, the indemnifying party will not be subject to any liability for any settlement made without its prior written consent, but such consent may not be unreasonably delayed, withheld or conditioned. It is understood that the indemnifying party or parties shall not, except as specifically set forth in this Section 5(c), in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the reasonable fees, disbursements or other charges of more than one separate firm admitted to practice in such jurisdiction at any one time.

(d) If for any reason the indemnification provided for in Section 5(a) and Section 5(b) of this Annex I is unavailable to an indemnified Person (other than as a result of exceptions contained in Section 5(a) and Section 5(b) of this Annex I) or insufficient in respect of any Losses referred to therein, then the indemnifying party shall contribute to the amount paid or payable by the indemnified Person as a result of such Losses in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and the indemnified Person or Persons on the other hand in connection with the acts, statements or omissions that resulted in such Losses, as well as any other relevant equitable considerations. In connection with any Registration Statement filed with the SEC by the Company, the relative fault of the indemnifying party on the one hand and the indemnified Person on the other hand shall be determined by reference to, among other things, whether any untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the indemnifying party or by the indemnified Person and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The parties hereto agree that it would not be just or equitable if contribution pursuant to this Section 5(d) were determined by pro rata allocation or by any other method of allocation that does not take account of the equitable considerations referred to in this Section 5(d). No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation. The amount paid or payable by an indemnified Person as a result of the Losses referred to in Section 5(a) and Section 5(b) of this Annex I shall be deemed to include, subject to the limitations set forth above, any legal or other expenses reasonably incurred by such indemnified Person in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 5(d), in connection with any Registration Statement filed by the Company, a selling Holder shall not be required to contribute any amount in excess of the dollar amount of the net proceeds received by such Holder from the sale of Registrable Securities giving rise to such contribution obligation less any amounts paid by such Holder pursuant to Section 5(b) of this Annex I and any amounts paid by such Holder as a result of liabilities incurred under the underwriting agreement, if any, related to such sale. If indemnification is available under this Section 5, the indemnifying parties shall indemnify each indemnified Person to the full extent provided in Section 5(a) and Section 5(b) of this Annex I without regard to the provisions of this Section 5(d).

(e) The remedies provided for in this Section 5 are not exclusive and shall not limit any rights or remedies which may otherwise be available to any indemnified party at law or in equity.

6. Facilitation of Sales Pursuant to Rule 144 and Rule 144A. The Company shall (a) to the extent it shall be required to do so under the Exchange Act, use its reasonable best efforts to timely

file the reports required to be filed by it under the Exchange Act or the Securities Act and the rules adopted by the SEC thereunder (including the reports under Sections 13 and 15(d) of the Exchange Act referred to in subparagraph (c)(1) of Rule 144), and (b) take such further action as any Holder may reasonably request and make available information necessary to comply with Rule 144 and Rule 144A, all to the extent required from time to time to enable the Holders to sell Registrable Securities without registration under the Securities Act within the limitations of the exemption provided by Rule 144 and 144A. Upon the written request of any Holder in connection with that Holder's sale pursuant to Rule 144 or Rule 144A, the Company shall deliver to such Holder a written statement as to whether it has complied with such requirements.

7. Company Undertakings. In furtherance of the registration provisions set forth herein intended to facilitate the sale of Common Interests by the Holders, the Company shall furnish to each Holder (a) within ninety (90) days of the end of each fiscal year (or such longer period as may be permitted by Rule 12b-25 of the Exchange Act), annual audited financial statements for such fiscal year and (b) within forty-five (45) days of the end of each of the first three fiscal quarters of every fiscal year (or such longer period as may be permitted by Rule 12b-25 of the Exchange Act), unaudited financial statements for the interim period as of, and for the period ending on, the end of such fiscal quarter, in each case to be prepared on a basis substantially consistent with then applicable SEC. Notwithstanding the foregoing, the Company will be deemed to have furnished such reports referred to above to the Holders if the Company has filed such reports with the SEC via the EDGAR filing system and such reports are publicly available

8. Discontinued Disposition. Each Holder agrees by its acquisition of Registrable Securities that, upon receipt of a notice from the Company of the occurrence of any event of the kind described in clauses (ii) through (iv) and (vi) of Section 3(d) of this Annex I or the occurrence of a Suspension Period, such Holder will forthwith discontinue disposition of such Registrable Securities under the Registration Statement until such Holder's receipt of the copies of the supplemental Prospectus or amended Registration Statement or until it is advised in writing by the Company that the use of the applicable Prospectus may be resumed, and, in either case, has received copies of any additional or supplemental filings that are incorporated or deemed to be incorporated by reference in such Prospectus or Registration Statement. The Company may provide appropriate stop orders to enforce the provisions of this Section 8. In the event the Company shall give any such notice, the period during which the applicable Registration Statement is required to be maintained effective shall be extended by the number of days during the period from and including the date of the giving of such notice to and including the date when each seller of Registrable Securities covered by such Registration Statement either receives the copies of the supplemented or amended Prospectus or is advised in writing by the Company that the use of the Prospectus may be resumed.

Exhibit A
Certificate of Formation

See attached.

Exhibit B

Name and Notice Information of Members, Number of Common Interests; Number of Nexus Incentive Interests; and Percentage Interests

Last Updated: [●]

Name of Member	Notice Information	Number of Common Interests	Number of Nexus Incentive Interests	Percentage Interest
[●]				

Exhibit C
Capital Contributions

Name of Member		Total Initial Capital Contributions	Additional Capital Contributions
[•]		\$ [•]	\$[•]

Exhibit D
Form of Joinder Agreement

This Joinder Agreement (this “Joinder Agreement”) is made as of [_____, 20__] by the undersigned (the “Transferee”) in accordance with the Amended and Restated Limited Liability Company Agreement of [Reorganized Careismatic Brands, LLC], dated as of [●] (as the same may be amended from time to time in accordance with its terms, the “LLC Agreement”). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the LLC Agreement.

The Transferee hereby acknowledges, agrees and confirms that, by its execution of this Joinder Agreement, it shall become a party to the LLC Agreement and shall be fully bound by and subject to, all of the covenants, terms and conditions of the LLC Agreement as though an original party thereto and shall be deemed and is hereby admitted as, a Member for all purposes thereof and entitled to all the rights incidental thereto, as of the date first written above.

The Transferee hereby makes the representations and warranties of a Member set forth in the LLC Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement as of the date first written above and hereby authorizes this signature page to be attached to a counterpart of the LLC Agreement.

[TRANSFEREE]

By: _____
Name:
Title:

Exhibit E
Form of Warrant

[To be attached].

| *[Link-to-previous setting changed from off in original to on in modified.]*.

**Schedule I
Competitors**

[Barco Uniforms
Fabletics
FIGS
Hanesbrands
Headwaters
Jaanu
Kindthreads
Partners Group
Superior Group of Companies]

Exhibit B

Identities of the Members of the New Board

As of the Effective Date, the terms of the current members of the CBI Parent Transaction Committee, the Intermediate Transaction Committee, and the boards of directors of each of the applicable Debtor Entities shall expire and the New Board will be instituted. The New Board will be comprised of seven voting members: Reorganized Careismatic's Chief Executive Officer and six members appointed by the First Lien Ad Hoc Group. The six members appointed by the Ad Hoc Group will include: (a) Natalie MacLennan; (b) Tom McInerney; (c) Evan Glucoft; (d) Jyothi Rao; (e) Greg Stuecheli; and (f) one director selected by Nexus.

Biographies/Affiliations

- ***Natalie MacLennan.*** Ms. MacLennan is an accomplished leader with over 15 years of experience in strategy, retail and apparel. As the CEO of Dockers, she oversees all aspects of the brand across product, marketing, operations, and commercial. Since joining the Dockers team in 2020, Natalie has been pivotal in transforming Dockers into a larger and more profitable global, casual lifestyle brand. She previously ran the Dockers direct-to-consumer business globally, across retail and ecommerce, in addition to running business development, licensing, and overall brand strategy. Natalie joined Levi Strauss & Co. in 2017 to lead corporate strategy, playing a key role in the LS&Co. IPO, and driving strategic initiatives across the company. She then joined the Americas leadership team, supporting both Levi's and Dockers. Prior to joining LS&Co., Natalie spent 10 years in management consulting, most recently at The Boston Consulting Group, helping companies drive growth across apparel and consumer goods industries. She holds a bachelor's degree in mathematics from McGill University and an M.B.A. in finance from The Wharton School.
- ***Tom McInerney.*** Mr. McInerney has extensive business transformation and restructuring experience and is currently the Founder and Managing Member of M4 Advisors LLC, a business advisory firm that he started in September 2018. Most recently, Mr. McInerney was Chief Executive Officer of MedOptions, which was previously one of the largest outsourced providers of behavioral healthcare services to assisted living and skilled nursing facilities in the country serving nearly 1,600 facilities within a multi-state footprint. He originally joined the company as President and Chief Operating Officer leading various support center departments including the finance department as de-facto Chief Financial Officer before being promoted by the Board of Directors to Chief Executive Officer. Prior to joining MedOptions he held various positions with Employer Direct Healthcare, LLC, Centerbridge Partners, L.P. and its former affiliate Lantern Asset Management, LLC, Ally's Special Assets Group, Cerberus Operations and Advisory Company, and Marotta Gund Budd & Dzera, LLC, among others. He graduated from Princeton University with a B.A. in history and received an M.B.A. in finance, from the Stern School of Business at New York University.

- ***Evan Glucoft.*** Mr. Glucoft is a Managing Director with Nexus Capital Management LP. Mr. Glucoft joined Nexus in 2017. He currently serves on the Board of Directors of Savvas Learning Company, Xdora, HDT Global, and Medialab.ai. Previously, Mr. Glucoft was a Senior Analyst at Alden Global Capital, where he focused on distressed and special-situation investments. Prior to that time, Mr. Glucoft was at Moelis & Company, where he helped successfully restructure over \$22 billion in liabilities. He holds an M.B.A. from the University of Chicago and a B.A. from the University of California, Los Angeles.
- ***Jyothi Rao.*** Ms. Rao is a retail executive and board advisor with over 30 years of experience in the retail sector. She served as the President and CEO of Intermix (from 2014 - 2022), a leading omni-channel fashion retailer where she had full P&L responsibility for the business. Ms. Rao is a multi-disciplinary operator and customer-centric leader with deep expertise in strategy, product, brand-building, and omni-channel retail. She has worked for start-ups (Gilt Groupe), PE-backed (Intermix), and Fortune 500 companies (Gap Inc. & PVH). She now serves on a public board at J Jill (JILL) where, during her tenure, the company has transformed from a “Going Concern” to a profitable company with a healthy balance sheet. At J Jill, Ms. Rao serves on the Nominating, Governance, and ESG committee where she was the board lead on the development of the company’s first ESG strategy. She also serves on the Compensation committee. Additionally, Ms. Rao advises one of the fastest growing Gen Z skincare brands in the market, Bubble Beauty, as well as a digital experience data analytics company, Contentsquare. She is also a Senior Advisor at Boston Consulting Group in their Consumer, Fashion & Luxury practice, and a Board member of a non-profit called SALUTE, which is focused on advancing South Asian women leaders. Ms. Rao holds a bachelor’s degree in business administration from the University of Texas at Austin.
- ***Greg Stuecheli.*** Mr. Stuecheli has over 25 years of experience in the credit and equity markets. Currently, he is a Partner of Trive Mockingbird Management LLC which was formed in October 2020. Prior to that, he was a Founding Partner of Mockingbird Credit Partners LLC which was formed in October 2013. Until September 2012, he managed over \$1.5 billion in assets for Highland Funds, including senior secured corporate loans, high yield corporate bonds, and structured products. Mr. Stuecheli served as Portfolio Manager at Highland Floating Rate Opportunities Fund (an open-end mutual fund invested predominantly in senior secured corporate loans) and Nexpoint Credit Strategies Fund (a closed-end fund invested in senior secured corporate loans, structured products, high-yield bonds and equity). Prior to his role at Highland Funds, Mr. Stuecheli was a Partner and Portfolio Manager at Highland Capital where he managed senior secured corporate loans, distressed credit, high-yield bonds, and special situations. He served on the board of directors of CCS Medical Holding, Inc., EBM Holdco, LLC, LLV Holdco, LLC (as Chairman), and Safety-Kleen Holdco, Inc. Prior to joining Highland in June 2002, Mr. Stuecheli served as an analyst for Gryphon Management Partners, L.P. (from 2000 - 2002) where his primary responsibilities included researching long and short investments. Mr. Stuecheli was a Summer Associate with Hicks, Muse, Tate, & Furst (in 1999). Mr. Stuecheli began his career as a chemical engineer at Jacobs Engineering Group and Cytex Industries (from 1995 - 1998). He received an M.B.A. from Southern Methodist University

and a B.S. in chemical engineering from Rensselaer Polytechnic Institute and is a CFA charterholder.

- One (1) director to be selected by Nexus.

Exhibit E

Restructuring Steps Plan

This Restructuring Steps Plan sets forth a summary description of certain of the proposed Restructuring Transactions¹ to be effectuated prior to, on, or following the Effective Date in connection with the Plan.

The Debtors reserve all rights to modify, amend, supplement, or restate any part of this Restructuring Steps Plan at any time, and the Restructuring Transactions remain subject to modification, refinement, and change in all respects at any time, subject to the consent rights in the Plan and RSA. This Restructuring Steps Plan is subject to continued review, as applicable, by the Debtors and the Required Consenting First Lien Lenders, and the final version of any such documents may contain material differences from the version filed herewith. The respective rights of the Debtors and the Required Consenting First Lien Lenders, as applicable, are expressly reserved, subject to the terms and conditions set forth in the Plan and the RSA, to alter, amend, modify, or supplement the Plan Supplement and any of the documents contained herein in accordance with the terms of the Plan, or by order of the Court; provided that if any document in this Plan Supplement is altered, amended, modified, or supplemented in any material respect prior to the Confirmation Hearing, the Debtors will file a redline of such document with the Court.

The Plan provides that this Plan Supplement shall include the Restructuring Steps Plan and the various actions and transactions set forth in this Restructuring Steps Plan. The Debtors will also provide notice of any modifications or deviations from this Restructuring Steps Plan, subject to the applicable consent rights set forth in the RSA and the Plan. Pursuant to the Confirmation Order and the Plan, the Debtors and the Post-Effective Date Debtors, as applicable, shall have the right to take any and all actions as may be necessary or appropriate in their discretion, to implement any action or transaction described in, contemplated by, necessary or appropriate to effectuate the Plan, the Restructuring Steps Plan, and the Restructuring Transactions.

Specifically, pursuant to the Plan, and without limiting the terms thereof, the Debtors intend to implement the below Restructuring Transactions after the Confirmation Date but prior to, on, or following the Effective Date. The Restructuring Transactions shall occur in the order set forth below, unless otherwise specified.

¹ Capitalized terms used but not defined herein shall have the definitions set forth in the Plan. In the event of an inconsistency between the Plan and the terms hereof, the terms of the Plan shall control.

On or before the Effective Date,

Upon the Effective Date, Reorganized Careismatic Brands, LLC (a new Delaware limited liability company that will be treated as a partnership for U.S. federal income tax purposes) will be “Reorganized Careismatic” pursuant to the Plan and the issuer of the New Common Stock and Second Lien Warrants, and Buyer will be the issuer of the Exit Term Loans.

Step 1: An agent for Holders of Allowed First Priority Claims forms Grandparent, LLC (“Grandparent”), a Delaware limited liability company that will elect to be taxed as a corporation for U.S. federal income tax purposes. Immediately upon formation, no Person will own any interests in Grandparent.

Step 2: Grandparent forms Parent, LLC (“Parent”), a Delaware limited liability company that will elect to be taxed as a corporation for U.S. federal income tax purposes.

Step 3: Parent forms Buyer, LLC (“Buyer”), a Delaware limited liability company that will elect to be taxed as a corporation for U.S. federal income tax purposes.

On the Effective Date, Pursuant to the Plan,

Step 4: Pursuant to a contribution agreement among Grandparent, Parent, and Buyer (the “Contribution Agreement”), Grandparent issues and contributes 100% of the Grandparent equity and warrants to Parent.

Step 5: Pursuant to the Contribution Agreement, Parent then contributes such Grandparent equity and warrants to Buyer. Accordingly, immediately after Step 5, Buyer owns 100% of the Grandparent equity and warrants.

Step 6: Except as otherwise set forth in the books and records of the Debtors or Post-Effective Date Debtors, (a) all existing domestic Intercompany Claims are cancelled; (b) all existing Intercompany Claims involving the Stub Entities (as defined below) and any foreign entity are cancelled; and (c) all other intercompany claims involving foreign entities are Reinstated.

Step 7: Buyer acquires 100% of the equity interests of Trojan Holdco, Inc. from New Trojan Parent, Inc. (the “Seller”) in exchange for (i) 100% of the Grandparent equity and warrants that Buyer received in Step 5 and (ii) the issuance to Seller of the Exit Term Loan Facility (together, the “Careismatic Purchase Consideration”).

Step 8: The Seller distributes 100% of the Careismatic Purchase Consideration, together with any Cash intended to fund distributions under the Plan (collectively, the “Plan Consideration”) to applicable Holders of Allowed Claims pursuant to the Plan and transfers the GUC Trust Assets to the GUC Trust. Such distributions and transfer are in satisfaction of applicable Allowed Claims.

Step 9: Holders of (i) Allowed First Priority Claims contribute the consideration received in Step 8 to Reorganized Careismatic in exchange for the New Common Stock, (ii) Allowed Second Lien Secured Claims contribute the consideration received in Step 8 to Reorganized Careismatic in exchange for the Second Lien Warrants, and (iii) Allowed DIP Claims contribute any Grandparent

equity deemed received in Step 8 in consideration of their DIP Premiums to Reorganized Careismatic in exchange for New Common Stock.

Following the Effective Date,

Step 10: CBI Parent, L.P., CBI Midco, Inc., CBI Intermediate, Inc., and New Trojan Parent, Inc. (collectively, the “Stub Entities”) wind down. The acquisition agreements relating to Step 7 will provide that (i) Reorganized Careismatic will (a) be responsible for preparing and filing all tax returns relating to CBI Midco, Inc. and its subsidiaries and (b) control any related tax audits and (ii) CBI Midco, Inc., CBI Intermediate, Inc., and New Trojan Parent, Inc. will take all actions requested by Reorganized Careismatic in connection with the foregoing.

Exhibit F

Schedule of Assumed Executory Contracts and Unexpired Leases

Article V of the Plan provides that on the date that is ninety (90) days after the Effective Date, each Executory Contract or Unexpired Lease not previously rejected, assumed, or assigned and assigned shall be deemed automatically assumed, pursuant to sections 365 and 1123 of the Bankruptcy Code, unless such Executory Contract or Unexpired Lease (i) is identified on the Assumed Executory Contracts and Unexpired Leases as of the Effective Date, in which case such Executory Contract or Unexpired Lease shall be assumed as of the Effective Date; (ii) is identified on the Rejected Executory Contracts and Unexpired Leases List as of the Effective Date, in which case such Executory Contract or Unexpired Lease shall be rejected as of the Effective Date; (iii) previously expired or terminated pursuant to its own terms; (iv) is the subject of a motion to reject Filed on or before the Effective Date; or (v) is an insurance policy (which shall be treated in accordance with Article V.E); *provided* that the assumption, assumption and assignment, or rejection of all Executory Contracts and Unexpired Leases shall be subject to the consent of the Required Consenting First Lien Lenders (not to be unreasonably withheld, conditioned, or delayed). The assumption of Executory Contracts and Unexpired Leases hereunder may include the assignment of certain of such contracts to Affiliates.

Article V of the Plan further provides that, notwithstanding anything to the contrary in the Plan, the Debtors and the Post-Effective Date Debtors, as applicable, reserve the right to alter, amend, modify, or supplement the Assumed Executory Contracts and Unexpired Leases List and the Rejected Executory Contracts and Unexpired Leases List (i) to add or remove any Executory Contract or Unexpired Lease to or from the Assumed Executory Contracts and Unexpired Leases List and the Rejected Executory Contracts and Unexpired Leases List at any time prior to the Effective Date, and (ii) to add any Executory Contract or Unexpired Lease to the Assumed Executory Contracts and Unexpired Leases List or the Rejected Executory Contracts and Unexpired Leases List not otherwise identified on the Assumed Executory Contracts and Unexpired Leases List or the Rejected Executory Contracts and Unexpired Leases List at any time through and including ninety (90) days after the Effective Date, the modifications thereto shall constitute assumption or rejection of such Executory Contract or Unexpired Lease as of the date of such modification, notwithstanding anything contained in Article V.A of the Plan; *provided* that, subject to Article V.C of the Plan, at any time during such ninety (90)-day period after the Effective Date, the Post-Effective Date Debtors shall remain liable for any and all amounts incurred under any such Executory Contract and Unexpired Lease not on the Rejected Executory Contracts and Unexpired Leases List in the ordinary course of business. The Debtors shall provide notice of any amendments to the Assumed Executory Contracts and Unexpired Leases List or the Rejected Executory Contracts and Unexpired Leases List to the counterparties to the Executory Contracts or Unexpired Leases affected thereby.

Certain documents, or portions thereof, contained or to be contained in this **Exhibit F** and this Amended Plan Supplement remain subject to continued review, as applicable, by the Debtors and the Required Consenting First Lien Lenders, and the final version of any such document may contain material differences from the version filed herewith. The respective rights of the Debtors and the Required Consenting First Lien Lenders, as applicable, are expressly reserved, subject to the terms and conditions set forth in the Plan and the RSA, to alter, amend, modify, or supplement

this Amended Plan Supplement and any of the documents contained herein in accordance with the terms of the Plan, or by order of the Court; *provided* that if any document in this Amended Plan Supplement is altered, amended, modified, or supplemented in any material respect prior to the Confirmation Hearing, the Debtors will file a redline of such document with the Court.

Category	Contract Counterparty	Address 1	Address 2	CITY	STATE	ZIP	Contract Description	Legal Entity	Cure Amount
Service Agreement	1 SYNC, Inc.	Princeton Pike Corporate Center	1009 Lenox Drive, Suite 202	Lawrenceville	NJ	08648	Trading partner services agreement	Strategic Distribution, L.P.	-
Elite Retailer Agreement	2 Hearts Medical, LLC	17220 Hwy 3		Webster	TX	77598	Gold Elite	Careismatic Brands, LLC	-
Software Agreement	302 DimTyl LLC	16192 Coastal HWY		Leaves	DE	19568	Vendor Chargeback Recovery Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	410 Gift Shop	1493 Joe Brown Hwy S		Chadoun	NC	28431	Gold Elite	Careismatic Brands, LLC	-
Purchase Agreement	48Forty Solutions, Inc.	11740 KARY FWY	STE 1200	HOUSTON	TX	77079	Affiliation Agreement	Careismatic Brands, LLC	11,607
Elite Retailer Agreement	4M Fashions/Uniform City	6716 Blackhorse Pike		Egg Harbor Township	NJ	08234	Gold Elite	Careismatic Brands, LLC	-
Professional Services	8020 Consulting LLC	6303 Owensmouth Ave 10th Fl		Woodland Hills	CA	91367	Contracting Agreement	Careismatic Brands, LLC	-
Customer Contract	A & H Uniforms	25863 Lasher Rd		Southfield	MI	48033	E-Commerce Agreement	Strategic Distribution, L.P.	-
Customer Contract	A & H Uniforms	25863 Lasher Rd		Southfield	MI	48033	E-Commerce Agreement	Strategic Distribution, L.P.	-
Customer Contract	A & H Uniforms	25863 Lasher Rd		Southfield	MI	48033	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	A & H Uniforms	25863 Lasher Rd		Southfield	MI	48033	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	A & H Uniforms	25863 Lasher Rd		Southfield	MI	48033	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	A & K Uniforms	2018 W. Ave J		Lancaster	CA	93536	Gold Elite	Careismatic Brands, LLC	-
Customer Contract	A Perfect Fit Uniform Boutique Inc.	300 E John St Ste 154		Mathews	NC	28105-4939	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	A Perfect Fit Uniform Boutique Inc.	300 E John St Ste 154		Mathews	NC	28105-4939	Gold Elite	Careismatic Brands, LLC	-
Customer Contract	A Ray of Uniforms	1177 US Route 9		Wappingers Falls	NY	12590	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	A-1 Uniforms	1709 2nd St		Corshville	IA	52241-2622	Titanium Elite	Careismatic Brands, LLC	-
Customer Contract	A-1 Uniforms-Ogden	134 31st St		Ogden	UT	84401-3811	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	A-1 Uniforms-Ogden	134 31st St		Ogden	UT	84401-3811	Titanium Elite	Careismatic Brands, LLC	-
Customer Contract	AAA Uniforms	3541 N Carefree Circle		Colorado Springs	CO	80917	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	AAA Uniforms	3541 N Carefree Circle		Colorado Springs	CO	80917	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Ablene Uniform Center	610 Walnut St		Ablene	TX	79601-5226	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	AC Uniforms & More	3106 34th St		Lubbock	TX	79410	Titanium Elite	Careismatic Brands, LLC	-
Customer Contract	Ace Uniforms	633 16th St		San Diego	CA	92101-7027	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Ace Uniforms	633 16th St		San Diego	CA	92101-7027	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Action Uniform Co LLC	1500 S New Rd		Pleasantville	NJ	8232	Silver Elite	Careismatic Brands, LLC	-
Customer Contract	Adam Medical Equipment Inc	7215 Corporate Ct, Ste 201		Frederick	MD	21703	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Adaptive Medical Equipment and Scrubs	8701 Broadway St Ste 101		Pearland	TX	77584	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Adorable Angels NY Inc	321 E 149th St		Bronx	NY	10455	Gold Elite	Careismatic Brands, LLC	-
Purchase Agreement	Advantage Sales & Marketing	PO BOX 744347		ATLANTA	GA	30374-4347	ADDENDUM #6 TO ASSIGNMENT ORDER dated 12/8/2020	AllHearts, LLC	-
Elite Retailer Agreement	Affordable Scrubs & Uniforms	2401 NW 185th Ave		Hillburo	OR	97124	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Affordable Uniforms	24777 Lorain Rd		North Olmsted	OH	44070-2070	Diamond Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Affordable Uniforms	24777 Lorain Rd		North Olmsted	OH	44070-2070	Diamond Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Affordable Uniforms	24777 Lorain Rd		North Olmsted	OH	44070-2070	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Aggeland Scrubs	901 B Harvey Rd		College Station	TX	77840	Gold Elite	Careismatic Brands, LLC	-
Service Agreement	Air Power International Express (USA), Inc.	8366 Isla Avenue		Los Angeles	CA	90045	Logistics Services Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Aj's Uniforms	900 N Mesa St		El Paso	TX	79902-2334	Diamond Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Alabama Healthcare Equip., Inc.	900 Woodward Ave		Muscle Shoals	TX	35661-1552	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Alameda Medical Supply	1326 Airline Rd		Corpus Christi	TX	78412	Gold Elite	Careismatic Brands, LLC	-
Contractor Agreement	Alchemy Unlimited LLC	1648 SAN ESTEBAN CIR		ROSEVILLE	CA	95747	Independent Sales Contractor Agreement, Effective 11/1/2012	Careismatic Brands, LLC	-
Customer Contract	Alderman Angus Mfg LLC	623 S Union St		Coffeyville	OK	67337-6019	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Alexanders Uniforms (E)	999 Pontiac Ave		Cranston	RI	2920	Diamond Elite	Careismatic Brands, LLC	-
License Agreement	Alko Distributors	8801 KELSO DR		BALTIMORE	MD	21221	E-Commerce Agreement	Strategic Distribution, L.P.	-
Elite Retailer Agreement	All About Scrubs, Inc.	1340 Missouri Ave N		Largo	FL	33770	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	All About Scrubs Etc	568 Blue Lakes Blvd N		Twin Falls	ID	83301	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	All About Uniforms And More	15600 Panama City Beach Parkway		Panama City Beach	FL	32413	Diamond Elite	Careismatic Brands, LLC	-
Consulting Agreement	ALL INDUSTRY CONSULTING LLC	800 KIOVIA DR		PROSPER	TX	75078	Marketplace Coaching, Advisory Services and Marketing Support	Careismatic Brands, LLC	-
Elite Retailer Agreement	All Uniform Wear	12001 S Cleveland Ave		Fort Myers	FL	33907	Diamond Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	All Uniform Wear	12001 S Cleveland Ave		Fort Myers	FL	33907	Diamond Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	All Uniform Wear	12001 S Cleveland Ave		Fort Myers	FL	33907	Diamond Elite	Careismatic Brands, LLC	-
License Agreement	All Uniform Wear	12001 S Cleveland Ave		Fort Myers	FL	33907	E-Commerce Agreement	Strategic Distribution, L.P.	-
License Agreement	All Uniform Wear	12001 S Cleveland Ave		Fort Myers	FL	33907	E-Commerce Agreement	Strategic Distribution, L.P.	-
Intercompany Agreement	AllHearts, LLC	9800 De Soto Ave		Chatsworth	CA	91311	12/2/2022	Careismatic Brands, LLC	-
Intercompany Agreement	AllHearts, LLC	9800 De Soto Ave		Chatsworth	CA	91311	Limited Liability Company Agreement of AllHearts, LLC	Careismatic Brands, LLC	-
Elite Retailer Agreement	Alliance Medical SVS-Mobility Scooters	3440 College St		Beaumont	TX	77701	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	All-Med Express	9820 A Midolthian Turnpike		North Chesterfield	VA	22325	Gold Elite	Careismatic Brands, LLC	-
Service Agreement	Amazon.com Services LLC	DEPT 30 - 2100034228	PO BOX 9020	DES MOINES	IA	50368-9020	Allowance Agreement #69978365	Careismatic Brands, LLC	-
Service Agreement	Amazon.com Services LLC	DEPT 30 - 2100034228	PO BOX 9020	DES MOINES	IA	50368-9020	Freight Allowance Agreement #69993820	Careismatic Brands, LLC	-
Service Agreement	Amazon.com Services LLC	DEPT 30 - 2100034228	PO BOX 9020	DES MOINES	IA	50368-9020	MD/COOP Agreement #69955030	Careismatic Brands, LLC	-
Service Agreement	Amazon.com Services LLC	DEPT 30 - 2100034228	PO BOX 9020	DES MOINES	IA	50368-9020	MD/COOP Agreement #70028665	Strategic Partners Corp.	-
Service Agreement	Amazon.com Services LLC and its affiliates	DEPT 30 - 2100034228	PO BOX 9020	DES MOINES	IA	50368-9020	MD/COOP Agreement #42732905	Careismatic, LLC	-
Service Agreement	Amazon.com Services LLC and its affiliates	DEPT 30 - 2100034228	PO BOX 9020	DES MOINES	IA	50368-9020	MD/COOP Agreement #42772895	Careismatic Brands, LLC	-
Service Agreement	Amazon.com Services, Inc. and its affiliates	DEPT 30 - 2100034228	PO BOX 9020	DES MOINES	IA	50368-9020	Allowance Agreement #27208675	Careismatic, LLC	-
Service Agreement	Amazon.com Services, Inc. and its affiliates	DEPT 30 - 2100034228	PO BOX 9020	DES MOINES	IA	50368-9020	Freight Allowance Agreement #26990765	Careismatic Brands, LLC	-
License Agreement	AMBER GARDNER	18814 CREEK FOREST DRIVE		MANVEL	TX	77578	LICENSING AGREEMENT	Careismatic Brands, LLC	-
Service Agreement	Ameam Beauty	19360 RINALDI ST #130		NORTHBRIDGE	CA	91306	Proposal	Careismatic Brands, LLC	-
Insurance Agreement	American Alternative Insurance Corporation	555 College Rd E		Princeton	NJ	8540	General Indemnity Agreement	Strategic Distribution, L.P.	-
Insurance Agreement	American Alternative Insurance Corporation	555 College Rd E		Princeton	NJ	8540	General Indemnity Agreement	Strategic Partners Corp.	-
Elite Retailer Agreement	American Discount Uniform	912 New York Ave		Lower Merion	PA	15068	Diamond Elite	Careismatic Brands, LLC	-
Service Agreement	American Express	200 VESEY ST MANHATTAN		NEW YORK	CA	10285	American Express@Work Services Agreement	Careismatic Brands, LLC	-
License Agreement	AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC.	PO BOX 360001		FORT LAUDERDALE	FL	33398-0001	AMERICAN EXPRESS @ WORK SERVICES AGREEMENT	Careismatic Brands, LLC	-
Elite Retailer Agreement	American Gipper	3609 Faxon St		St. Joseph	MO	64500	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	American Scrub Company	150 Dog Patch Trading Center		London	KY	40741	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Amigo Store	1521 Beaumont Ave		McAllen	TX	78501	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Angela Fashion	423 S Main St		McAllen	TX	78501	Titanium Elite	Careismatic Brands, LLC	-
Customer Contract	Angels In Waiting USA	28200 Hwy 189 Ste 205-C		Lake Arrowhead	CA	92352	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Angels New York World Inc	5424 5th Ave		Brooklyn	NY	11220	Silver Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Anni's Uniform Shop	2340 Woodward Ave		Ferndale	MI	48220-1340	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Anni's Fashion Scrubs Inc	216-11 Jamaica Ave		Queens	NY	11420	Gold Elite	Careismatic Brands, LLC	-
Contractor Agreement	ANTHONY JONES	2905208TH AVE E		LAKE TAPPS	WA	98391	Independent Sales Contractor Agreement, Effective 12/1/2008	Careismatic Brands, LLC	-
Professional Services	AP Services LLC	909 3rd Ave		New York	NY	10022	Financial Services Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Apsara	2150-A W University Dr		Tempe	AZ	85281-7219	Diamond Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Army Medical Equipment	4205 Spencer Hwy		Pasadena	TX	77504-1117	Gold Elite	Careismatic Brands, LLC	-
Service Agreement	AT&T	Payment Center		Sacramento	CA	95887-0001	100Mbps Mountain Creek DC Backup	Careismatic Brands, LLC	-
Service Agreement	AT&T	Payment Center		Sacramento	CA	95887-0001	1GBPS Dedicated Fiber for LBJ	Careismatic Brands, LLC	-
Service Agreement	AT&T	Payment Center		Sacramento	CA	95887-0001	250Mbps backup Chatsworth	Careismatic Brands, LLC	-
Service Agreement	AT&T	Payment Center		Sacramento	CA	95887-0001	500Mbps Mountain Creek DC	Careismatic Brands, LLC	-
Elite Retailer Agreement	Athletic Lettering, Inc	2860 Eastern Blvd		York	PA	17402-2908	Silver Elite	Careismatic Brands, LLC	-
Service Agreement	AUTOMATIC DATA PROCESSING, INC	PO BOX 31001-1874		PASADENA	CA	91110-1874	Client Account Agreement and Authorization to Debit/Credit, 11/17/2000	Strategic Distribution, L.P.	-
Service Agreement	AUTOMATIC DATA PROCESSING, INC	PO BOX 31001-1874		PASADENA	CA	91110-1874	Client Account Agreement and Authorization to Debit/Credit, 11/17/2000	Strategic Distribution, L.P.	-
Service Agreement	AUTOMATIC DATA PROCESSING, INC	PO BOX 31001-1874		PASADENA	CA	91110-1874	Client Account Agreement and Authorization to Debit/Credit, 3/22/2013	Strategic Distribution, L.P.	-
Service Agreement	AUTOMATIC DATA PROCESSING, INC	PO BOX 31001-1874		PASADENA	CA	91110-1874	Client Account Agreement and Authorization to Debit/Credit, 5/27/2013	Strategic Distribution, L.P.	-
Service Agreement	AUTOMATIC DATA PROCESSING, INC	PO BOX 31001-1874		PASADENA	CA	91110-1874	MAJOR ACCOUNTS AGREEMENT	Strategic Distribution, L.P.	-
Service Agreement	AUTOMATIC DATA PROCESSING, INC	PO BOX 31001-1874		PASADENA	CA	91110-1874	New Agreement Checklist	Careismatic Brands, LLC	-
Service Agreement	Avalara	DEPT CH 16781		PALATINE	IL	60055	Sales Proposal executed 2/25/2021	Careismatic Brands, LLC	-
Insurance Agreement	Avallon Risk Management	150 NORTHWEST POINT BLVD, 2nd Floor		Elk Grove Village	IL	60007	Customs Bond Application & Indemnity	Krazy Kat Sportswear LLC	-
Insurance Agreement	AVALON RISK MANAGEMENT INSURANCE AGENCY, LLC	150 NORTHWEST POINT BLVD, 2nd Floor		Elk Grove Village	IL	60007	Collateral Policy Agreement	Careismatic Brands, LLC	-
Insurance Agreement	AVALON RISK MANAGEMENT INSURANCE AGENCY, LLC	150 NORTHWEST POINT BLVD, 2nd Floor		Elk Grove Village	IL	60007	Collateral Policy Agreement	Krazy Kat Sportswear LLC	-
Insurance Agreement	AVALON RISK MANAGEMENT INSURANCE AGENCY, LLC	150 NORTHWEST POINT BLVD, 2nd Floor		Elk Grove Village	IL	60007	Bond Renewal e-mail dated 9/6/2023	Krazy Kat Sportswear LLC	-
Insurance Agreement	AVALON RISK MANAGEMENT INSURANCE AGENCY, LLC	150 NORTHWEST POINT BLVD, 2nd Floor		Elk Grove Village	IL	60007	Collateral Instructions	Krazy Kat Sportswear LLC	-
Service Agreement	Avery Dennison	170 Monarch Lane		Mammsburg	OH	45342	2019 Avery Dennison Service, Agreement No. 407023	Strategic Distribution, L.P.	-
Others	Avery Dennison Hong Kong B.V.	15F, Harbourside HQ	8 Lam Chak Street	Kowloon Bay	HK		Roboletter Agreement, 10/23/2020	Careismatic Brands, LLC	-
Elite Retailer Agreement	B & H Home Center	1414 Rockaway Pkwy		Brooklyn	NY	11236	Gold Elite	Careismatic Brands, LLC	-
Contractor Agreement	Ball, Stephen	4557 JONESNY LN		MEMPHIS	TN	38125	Independent Sales Contractor Agreement, Effective 1/1/2006	Strategic Distribution, L.P.	-
Elite Retailer Agreement	BarBones WorkWear	8555 Weyand Ave		Sacramento	CA	95828	Silver Elite	Careismatic Brands, LLC	-

Category	Contract Counterparty	Address 1	Address 2	CITY	STATE	ZIP	Contract Description	Legal Entity	Cure Amount
Contractor Agreement	Barrett, Kathy	2005 Cedar Drive		New Brighton	MA	55112-5239	Independent Sales Contractor Agreement, Effective 3/1/2014	Careismatic Brands, LLC	-
Elite Retailer Agreement	Bayou Medical Textile	13485 Seymour Meyers Blvd		Covington	LA	70433-6876	Diamond Elite	Careismatic Brands, LLC	-
License Agreement	BBC STUDIOS DISTRIBUTION LIMITED	1 Television Centre	101 Wood Lane	London	W12 7FA		Merchandise Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Be Strong Uniforms & Learning Center	26 Whittesley Ave		Norwalk	OH	44857	Gold Elite	Careismatic Brands, LLC	-
Service Agreement	Beachglass Films, Inc.	703 Pier Ave., Suite 282		Hermosa Beach	CA	90254	PRODUCTION SERVICES AGREEMENT, 1/27/2016	Careismatic Brands, LLC	-
Service Agreement	Beachglass Films, Inc.	703 Pier Ave., Suite 282		Hermosa Beach	CA	90254	PRODUCTION SERVICES AGREEMENT, 1/27/2016	Careismatic Brands, LLC	-
Service Agreement	Beachglass Films, Inc.	703 Pier Ave., Suite 282		Hermosa Beach	CA	90254	INDEPENDENT CONTRACTOR, PROPRIETARY INFORMATION, ASSIGNMENT OF INVENTIONS AGREEMENT, 1/11/2015	Careismatic Brands, LLC	-
Service Agreement	Beachglass Films, Inc.	703 Pier Ave., Suite 282		Hermosa Beach	CA	90254	INDEPENDENT CONTRACTOR, PROPRIETARY INFORMATION, ASSIGNMENT OF INVENTIONS AGREEMENT, 2/9/2016	Careismatic Brands, LLC	-
Service Agreement	Beachglass Films, Inc.	703 Pier Ave., Suite 282		Hermosa Beach	CA	90254	INDEPENDENT CONTRACTOR, PROPRIETARY INFORMATION, ASSIGNMENT OF INVENTIONS AGREEMENT, 7/1/2016	Careismatic Brands, LLC	-
Service Agreement	Beachglass Films, Inc.	703 Pier Ave., Suite 282		Hermosa Beach	CA	90254	INDEPENDENT CONTRACTOR, PROPRIETARY INFORMATION, ASSIGNMENT OF INVENTIONS AGREEMENT, 9/1/2015	Careismatic Brands, LLC	-
Service Agreement	Beachglass Films, Inc.	703 Pier Ave., Suite 282		Hermosa Beach	CA	90254	INDEPENDENT CONTRACTOR, PROPRIETARY INFORMATION, ASSIGNMENT OF INVENTIONS AGREEMENT, 9/1/2015 (Revised)	Careismatic Brands, LLC	-
Service Agreement	Beachglass Films, Inc.	703 Pier Ave., Suite 282		Hermosa Beach	CA	90254	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Contractor Agreement	Beasley, Clint	10423 Trailcliff Drive		Dallas	TX	75238	Independent Sales Contractor Agreement, Effective 3/1/2007	Strategic Distribution, L.P.	-
Insurance Agreement	Beasley Insurance Services	45 Rockefeller Plaza		New York	NY	10111	Commercial Insurance	CBI Parent, L.P.	-
Insurance Agreement	Beasley Insurance Services	45 Rockefeller Plaza		New York	NY	10111	Crime Insurance, Policy Number 4/1/2024	CBI Parent, L.P.	-
Customer Contract	Best Buy Uniforms	1807 N Garey Ave		Pomona	CA	91767	E-Commerce Agreement	Strategic Distribution, L.P.	-
Elite Retailer Agreement	Best Buy Uniforms	1807 N Garey Ave		Pomona	CA	91767	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Best Buy Uniforms	1807 N Garey Ave		Pomona	CA	91767	Silver Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Best Uniforms Center	1904 Brookside Dr		Kingsport	TN	37660	Diamond Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Betty's Uniforms	2211 Peppers Plwy		Opelika	AL	36801-7229	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Big Dream Uniforms	11865 SW 26th St Ste E10		Miami	FL	33175	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	BlkWear Consulting Inc	4401 S 60th W		Murray	UT	84123	Gold Elite	Careismatic Brands, LLC	-
Service Agreement	BlankRome	2029 Century Park East	South Floor	Los Angeles	CA	90067	Engagement Letter dated 6/23/2023	Careismatic Brands, LLC	-
Customer Contract	Blue Angels Nurses Uniform	1052 Beach 20th St		Far Rockaway	NY	11691-3900	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Blue Angels Nurses Uniform	1052 Beach 20th St		Far Rockaway	NY	11691-3900	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Blue Sky Hawaii, Inc.	1423 Kapiolani Blvd 2nd Floor		Honolulu	HI	96814	Gold Elite	Careismatic Brands, LLC	-
Contractor Agreement	Boyle, Jason	924 TRENTLE CT		CHARLOTTE	NC	28211	Independent Sales Contractor Agreement, Effective 7/26/2010	Careismatic Brands, LLC	-
Contractor Agreement	Boyle, Jason	924 TRENTLE CT		CHARLOTTE	NC	28211	Independent Sales Contractor Agreement, Effective 7/26/2010	Careismatic Brands, LLC	-
Contractor Agreement	Brands DN USA LLC	621 - 23rd St.		Santa Monica	CA	90402	Consulting Agreement, Proprietary Information, Assignment of Inventions Agreement dated 3/1/2019	Careismatic Brands, LLC	-
Contractor Agreement	Brands DN USA LLC	621 - 23rd St.		Santa Monica	CA	90402	INDEPENDENT CONTRACTOR, PROPRIETARY INFORMATION, ASSIGNMENT OF INVENTIONS AGREEMENT, 2/1/2018	Careismatic Brands, LLC	-
Elite Retailer Agreement	Bright Side Scrubs, LLC	20411 Route 19 Suite 5		Cranberry	PA	16066	Silver Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Bright Star Scrubs & Uniforms	2205 W. Wabash Avenue		Springfield	IL	62704	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Buffalo Scrubs & Uniforms	1031 Main St		Buffalo	NY	14203	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Buffalo Scrubs & Uniforms	6030 N 1st St		Fresno	CA	93710-5495	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Buy & Save	1005 Broad St		Lake Charles	LA	70601	Silver Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Byrd Window Drug Co	1200 Main St		Mount Vernon	IL	62864	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	C R S Supply Co Inc	1851 N Riverfront Dr		Marshall	MA	58001-3129	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	C R Scrubs	2209 S Broadway		Tyler	TX	75701	Diamond Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	C.C. Wholesale Mart	3229 Ayers St		Corpus Christi	TX	78415	Titanium Elite	Careismatic Brands, LLC	-
Customer Contract	Caesars Medical Uniforms	8145 Firestone Blvd		Downey	CA	90241	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Caesars Medical Uniforms	8145 Firestone Blvd		Downey	CA	90241	Diamond Elite	Careismatic Brands, LLC	-
Customer Contract	Cal Uniforms	3755 Park Blvd		San Diego	CA	92103	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	California Clothing	2504 Jaramacha Rd		El Cajon	CA	92019	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	California Scrubs and More	15973 Pluma Avenue		Cerritos	CA	90703	Silver Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Cant's Screen Printing & Embroidery	2712 Pleasanton Road		San Antonio	TX	78221	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Cape Uniforms & More	636 Del Prado Blvd		Cape Coral	FL	33990	Titanium Elite	Careismatic Brands, LLC	-
Service Agreement	Cardinal Health	7000 Cardinal Place		Dublin	OH	43017	Wholesale Purchase and Distribution Agreement	Silverts Adaptive, LLC	-
Elite Retailer Agreement	Cards Uniforms	4640 Chamberlain Lane		Louisville	DE	40241	Diamond Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Career Uniform	1603 S Latah St		Boise	ID	83705-2991	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Career Uniforms	638-C N University Dr		Nacogdoches	TX	75961	Titanium Elite	Careismatic Brands, LLC	-
Group Customer Contract	Caregivers of America	70 East Sunrise Hwy		Valley Stream	NY	11581	Caregivers America Group Contract	AllHearts, LLC	-
Intercompany Agreement	Careismatic Brands Europe Limited	1 BARTHOLOMEW LN		LONDON	EC2N 2AX		INTERCOMPANY AGREEMENT FOR APPOINTMENT OF DISTRIBUTOR	Careismatic Brands, LLC	-
Intercompany Agreement	Careismatic Brands Europe Limited	1 BARTHOLOMEW LN		LONDON	EC2N 2AX		INTERCOMPANY CENTRAL SUPPORT SERVICES AGREEMENT	Careismatic Brands, LLC	-
Intercompany Agreement	Careismatic Brands Europe Limited	1 BARTHOLOMEW LN		LONDON	EC2N 2AX		INTERCOMPANY AGREEMENT FOR THE SUPPLY OF GOODS	Careismatic Brands, LLC	-
Intercompany Agreement	Careismatic Brands NL B.V.	APOLLOLAAN 151		AMSTERDAM	EC2N 2AX		INTERCOMPANY LOGISTICS SERVICES AGREEMENT	Careismatic Brands, LLC	-
Intercompany Agreement	Careismatic Brands NL B.V.	APOLLOLAAN 151		AMSTERDAM	EC2N 2AX		INTERCOMPANY AGREEMENT FOR APPOINTMENT OF DISTRIBUTOR	Careismatic Brands, LLC	-
Intercompany Agreement	Careismatic Brands NL B.V.	APOLLOLAAN 151		AMSTERDAM	EC2N 2AX		INTERCOMPANY AGREEMENT FOR THE SUPPLY OF GOODS	Careismatic Brands, LLC	-
Intercompany Agreement	Careismatic Brands, Inc.	9800 De Soto Ave		Chatsworth	CA	91311	Limited Liability Company Agreement of Marketplace Impact, LLC	Careismatic Brands, LLC	-
Intercompany Agreement	Careismatic Brands, Inc.	9800 De Soto Ave		Chatsworth	CA	91311	Operating Agreement of Careismatic, LLC	Careismatic, LLC	-
Intercompany Agreement	Careismatic Brands, Inc.	9800 De Soto Ave		Chatsworth	CA	91311	Operating Agreement of Silverts Adaptive, LLC	Silverts Adaptive, LLC	-
Intercompany Agreement	Careismatic Brands, LLC	9800 De Soto Ave		Chatsworth	CA	91311	Operating Agreement	Careismatic, LLC	-
Intercompany Agreement	Careismatic Brands, LLC	9800 De Soto Ave		Chatsworth	CA	91311	Operating Agreement	Marketplace Impact, LLC	-
Intercompany Agreement	Careismatic Brands, LLC	9800 De Soto Ave		Chatsworth	CA	91311	LIMITED LIABILITY COMPANY AGREEMENT OF ALLHEARTS, LLC DATED 12/2/2022	AllHearts, LLC	-
Intercompany Agreement	Careismatic Brands, LLC	9800 De Soto Ave		Chatsworth	CA	91311	Operating Agreement of Careismatic, LLC	Careismatic, LLC	-
Intercompany Agreement	Careismatic Brands, LLC	9800 De Soto Ave		Chatsworth	CA	91311	Operating Agreement of Silverts Adaptive, LLC	Silverts Adaptive, LLC	-
Intercompany Agreement	Careismatic Brands, LLC	9800 De Soto Ave		Chatsworth	CA	91311	Limited Liability Company Agreement of Allhearts, LLC	AllHearts, LLC	-
Intercompany Agreement	Careismatic Group II, Inc.	2140 S Dupont Hwy		Camden	DE	19934	Amended & Restated Operating Agreement of Krazy Kat Sportswear LLC	Krazy Kat Sportswear LLC	-
Intercompany Agreement	Careismatic Group II, Inc.	2140 S Dupont Hwy		Camden	DE	19934	Amended and Restated Limited Liability Company Agreement of Careismatic Brands, LLC	Careismatic Brands, LLC	-
Intercompany Agreement	CAREISMATIC RECEIVABLES LLC	9800 De Soto Ave		Chatsworth	CA	91311	LIMITED LIABILITY COMPANY AGREEMENT OF CAREISMATIC RECEIVABLES LLC	Careismatic Brands, LLC	-
Intercompany Agreement	CAREISMATIC RECEIVABLES LLC	9800 De Soto Ave		Chatsworth	CA	91311	Amended and Restated Limited Liability Company Agreement of Careismatic Receivables LLC	Careismatic Brands, LLC	-
Intercompany Agreement	CAREISMATIC RECEIVABLES LLC	9800 De Soto Ave		Chatsworth	CA	91311	PURCHASE AND SALE AGREEMENT	Careismatic Brands, LLC	-
Intercompany Agreement	CAREISMATIC RECEIVABLES LLC	9800 De Soto Ave		Chatsworth	CA	91311	PURCHASE AND SALE AGREEMENT	Careismatic Brands, LLC	-
Intercompany Agreement	Careismatic, LLC	1119 Colorado Ave		Santa Monica	CA	90401	Operating Agreement	Careismatic Brands, LLC	-
Intercompany Agreement	Careismatic, LLC	1119 Colorado Ave		Santa Monica	CA	90401	Operating Agreement of Careismatic, LLC	Careismatic Brands, LLC	-
Intercompany Agreement	Careismatic, LLC	1119 Colorado Ave		Santa Monica	CA	90401	Operating Agreement of Careismatic, LLC	Careismatic Brands, LLC	-
Group Customer Contract	Caris Healthcare	10651 Coward Mill Road		Knoxville	TN	37931	PURCHASE AGREEMENT	AllHearts, LLC	-
Contractor Agreement	Carlson Store Fixtures	Stein Industries, Inc.	7135 Northland Dr N	Brooklyn Park	MA	55428-1514	Contracting Agreement	Careismatic Brands, LLC	-
Contractor Agreement	Carlson Store Fixtures	113 BELLERIVE CT		RICHMOND	VA	23236	Independent Sales Contractor Agreement, Effective 1/1/2012	Careismatic Brands, LLC	-
Customer Contract	Carolina Outfitter Apparel	1000 N Pine St Ste #4		Spartanburg	SC	29303	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Carolina Outfitter Apparel	1000 N Pine St Ste #4		Spartanburg	SC	29303	Diamond Elite	Careismatic Brands, LLC	-
Service Agreement	Cart.com, Inc.	930 Cloverleaf Plaza	Suite 225	Kannapolis	NC	28083-6981	Titanium Elite	Careismatic Brands, LLC	-
Service Agreement	Cart.com, Inc.	1334 Brittonmore Road	Suite 225	Houston	TX	77043	Master Service Agreement	Careismatic Brands, LLC	-
Service Agreement	Cart.com, Inc.	1334 Brittonmore Road	Suite 225	Houston	TX	77043	Master Service Agreement	Careismatic Brands, LLC	-
Customer Contract	Castle Uniforms	1800 Skibo Rd Unit 228		Fayetteville	NC	28303	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Castle Uniforms	1800 Skibo Rd Unit 228		Fayetteville	NC	28303	Diamond Elite	Careismatic Brands, LLC	-
Intercompany Agreement	CBI PARENT GP, LLC	1114 Avenue of the Americas		New York	NY	10036	AGREEMENT OF LIMITED PARTNERSHIP OF CBI PARENT, L.P.	CBI Parent, L.P.	-
Service Agreement	Cellico Partnership, db/a Verizon Wireless	One Verizon Way		Basking Ridge	NJ	07920	Verizon Wireless Major Account Agreement	Strategic Distribution, L.P.	-
License Agreement	Character Arts, LLC	37 Pond Road		Wilton	CT	06897	Contract Amendment, Agreement dated as of 10/15/2013	Strategic Distribution, L.P.	-
License Agreement	Character Arts, LLC	37 Pond Road		Wilton	CT	06897	LICENSE AGREEMENT	Careismatic Brands, LLC	-
Contractor Agreement	CHARLES CHASE	1N675 AUGUSTA CT		WILFIELD	IL	60190-2361	Independent Sales Contractor Agreement, Effective 12/1/2008	Careismatic Brands, LLC	-
Service Agreement	Charter	PO Box 60074		City of Industry	CA	91716-0074	100Mbps Chatsworth MPLS	Careismatic Brands, LLC	-
Service Agreement	Charter	PO Box 60074		City of Industry	CA	91716-0074	10GBPS Dedicated Broadband Line for Chatsworth	Careismatic Brands, LLC	-
Service Agreement	Charter	PO Box 60074		City of Industry	CA	91716-0074	10GBPS Dedicated Fiber for LBJ	Careismatic Brands, LLC	-
Service Agreement	Charter	PO Box 60074		City of Industry	CA	91716-0074	50Mbps Santa Monica MPLS	Careismatic Brands, LLC	-
Service Agreement	Charter Communications	PO Box 60074		City of Industry	CA	91716-0074	Business Class Customer Service Order, Account 8971	Strategic Distribution, L.P.	-
Service Agreement	Charter Communications	PO Box 60074		City of Industry	CA	91716-0074	Business Class Customer Service Order, Account 9959	Strategic Distribution, L.P.	-
Service Agreement	Charter Communications	PO Box 60074		City of Industry	CA	91716-0074	City of Internet Dedicated Internet Access Service Level Agreement	Strategic Distribution, L.P.	-
Service Agreement	Charter Communications	PO Box 60074		City of Industry	CA	91716-0074	Fiber Internet Access Service Level Agreement	Strategic Distribution, L.P.	-
Service Agreement	Charter Communications	PO Box 60074		City of Industry	CA	91716-0074	Order # 05702218	Strategic Distribution, L.P.	-
Service Agreement	Charter Communications	PO Box 60074		City of Industry	CA	91716-0074	Order # 5193783	Strategic Distribution, L.P.	-

Category	Contract Counterparty	Address 1	Address 2	CITY	STATE	ZIP	Contract Description	Legal Entity	Cure Amount
Service Agreement	Charter Communications	PO Box 60074		City of Industry	CA	91716-0074	Order # 5574871	Strategic Distribution, L.P.	-
Service Agreement	Charter Communications	PO Box 60074		City of Industry	CA	91716-0074	Service Order	Careismatic Brands, LLC	-
Service Agreement	Charter Communications	PO Box 60074		City of Industry	CA	91716-0074	Service Order	Strategic Distribution, L.P.	-
Customer Contract	Chattahoochee Marketing Group (CMG)	799 Georgia Ave SW #200		Gainesville	GA	30501	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Purchase Agreement	Cherokee, Inc.	6835 Valjean Avenue		Van Nuys	CA	91406	Careismatic Brands, LLC	Careismatic Brands, LLC	-
Purchase Agreement	Cherokee, Inc.	6835 Valjean Avenue		Van Nuys	CA	91406	Careismatic Brands, LLC	Careismatic Brands, LLC	-
Customer Contract	Chester County Scrubs & More	4670 W Lincoln Hwy		Parkeburg	PA	19365	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Chester County Scrubs & More	4670 W Lincoln Hwy		Parkeburg	PA	19365	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Chicago Uniform Company	550 West Roosevelt Rd		Chicago	IL	60607	Gold Elite	Careismatic Brands, LLC	-
Professional Services	Chiesa Shahinian & Giantomasi PC	One Boland Dr		West Orange	NJ	07052	Legal Services Agreement	Careismatic Brands, LLC	-
License Agreement	Choice Hotels International Inc.	1 CHOICE HOTELS CIRCLE	SUITE 400	ROCKVILLE	MD	20850	CHOICE HOTELS QUALIFIED VENDOR PROGRAM AGREEMENT	Careismatic Brands, LLC	-
Elite Retailer Agreement	Choices Scrubs & Footwear	424 W Bakerview Rd Ste 102		Bellingham	WA	98226	Gold Elite	Careismatic Brands, LLC	-
Insurance Agreement	Chubb Group of Insurance Companies	2028 Hall's Mill Road		Whitehouse Station	NJ	08889	General Liability, Employee Benefits Liability & Property Insurance - Policy No. 3808-	CBI Parent, L.P.	-
Contractor Agreement	Ciaravino, Cristina	24 HUNTINGTON RD		GARDEN CITY	NY	11539	Independent Sales Contractor Agreement, Effective 6/8/2015	Careismatic Brands, LLC	-
Customer Contract	Cintas Uniforms	310 South Sharon Amity Rd Ste B		Charlotte	NC	28211	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Service Agreement	Cintas Corporation	6800 Cintas Blvd		Mason	OH	45040	FACILITY SERVICES RENTAL SERVICE AGREEMENT dated 3/6/2009	Strategic Distribution, L.P.	1,104
Service Agreement	Cintas Corporation	6800 Cintas Blvd		Mason	OH	45040	Order Confirmation - Automatic External Defibrillator Service Agreement, Unit 3	Careismatic Brands, LLC	-
Service Agreement	Cintas Corporation	6800 Cintas Blvd		Mason	OH	45040	Automatic External Defibrillator Service Agreement, Unit 1	Careismatic Brands, LLC	-
Service Agreement	Cintas Corporation	6800 Cintas Blvd		Mason	OH	45040	Automatic External Defibrillator Service Agreement, Unit 2	Strategic Distribution, L.P.	-
Service Agreement	Cintas Corporation	6800 Cintas Blvd		Mason	OH	45040	FACILITY SERVICES RENTAL SERVICE AGREEMENT dated 1/22/2014	Strategic Distribution, L.P.	-
Service Agreement	Cintas Corporation	6800 Cintas Blvd		Mason	OH	45040	Safety Director Emergency Eyewash Service Agreement	Careismatic Brands, LLC	-
Service Agreement	Cintas Corporation	6800 Cintas Blvd		Mason	OH	45040	AUTOMATIC EXTERNAL DEFIBRILLATOR SERVICE AGREEMENT	Strategic Distribution, L.P.	-
Service Agreement	Cintas Corporation	6800 Cintas Blvd		Mason	OH	45040	STANDARD RENTAL SERVICE AGREEMENT	Careismatic Brands, LLC	-
Service Agreement	Cintas Corporation	6800 Cintas Blvd		Mason	OH	45040	Supplier Confidentiality and Proprietary Information Agreement	Careismatic Brands, LLC	-
Service Agreement	Cintas Corporation	6800 Cintas Blvd		Mason	OH	45040	Supplier Confidentiality and Proprietary Information Agreement	Careismatic Brands, LLC	-
Service Agreement	Cintas Corporation	6800 Cintas Blvd		Mason	OH	45040	Supplier Confidentiality and Proprietary Information Agreement	Careismatic Brands, LLC	-
Service Agreement	CINTAS, CORPORATION 2	6800 Cintas Blvd		Mason	OH	45040	AUTOMATIC EXTERNAL DEFIBRILLATOR SERVICE AGREEMENT	Careismatic Brands, LLC	-
Customer Contract	Cintas Uniforms	6100 E Central Ave		Wichita	KS	67208	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Clark's Uniforms	120 Staring Ln		Baton Rouge	LA	70810	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Classic Image Uniforms LLC	8507 N McCullough Ste B-3		San Antonio	TX	78216	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Classic Uniforms	101 E. Front Street, 5th		San Antonio	TX	78216	Titanium Elite	Careismatic Brands, LLC	-
Service Agreement	ClassPass, LLC and its affiliates			Missoula	MT	59802	CLASSPASS CORPORATE PROGRAM AGREEMENT	Careismatic Brands, LLC	2,295
Elite Retailer Agreement	Clinical Med Supply LLC	6115 S. Lewis St		New Iberia	LA	70560	Silver Elite	Careismatic Brands, LLC	-
Customer Contract	Clothes 24/7, Inc.	521 E McDade Ave		Folsom	CA	95033	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Clothes 24/7, Inc.	521 E McDade Ave		Folsom	CA	95033	Diamond Elite	Careismatic Brands, LLC	-
Service Agreement	Cloudflare	DEPT LA 24609		PASADENA	CA	91185	Enterprise Service Order Form	AllHearts, LLC	-
Elite Retailer Agreement	Clouds Clothing	1268 W Stuart Dr		Hillville	VA	24343-1592	Titanium Elite	Careismatic Brands, LLC	-
Professional Services	CNM LLP	6320 Canoga Ave Ste 150		Woodland Hills	CA	91381	Woodland Hills Services Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	CNY Uniforms Plus	664 Burnet Ave		Syracuse	NY	13203	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Coast City Scrubs	32 Mariposa Ave		Watsonville	CA	95076	Gold Elite	Careismatic Brands, LLC	-
Software Agreement	Cogent Communications, Inc.	2450 N ST., NW		WASHINGTON	DC	20037	CUSTOMER ORDER FORM Dedicated Internet Access dated 10/26/2021	Careismatic Brands, LLC	-
Software Agreement	Cogent Communications, Inc.	2450 N ST., NW		WASHINGTON	DC	20037	CUSTOMER ORDER FORM Dedicated Internet Access dated 10/26/2021	Careismatic Brands, LLC	-
Software Agreement	Cogent Communications, Inc.	2450 N ST., NW		WASHINGTON	DC	20037	CUSTOMER ORDER FORM Dedicated Internet Access dated 8/30/2021	Careismatic Brands, LLC	-
Software Agreement	Cogent Communications, Inc.	2450 N ST., NW		WASHINGTON	DC	20037	CUSTOMER ORDER FORM Dedicated Internet Access dated 8/30/2021	Careismatic Brands, LLC	-
Software Agreement	Cogent Communications, Inc.	2450 N ST., NW		WASHINGTON	DC	20037	CUSTOMER ORDER FORM Dedicated Internet Access dated 8/30/2021	Careismatic Brands, LLC	-
Software Agreement	Cogent Communications, Inc.	2450 N ST., NW		WASHINGTON	DC	20037	CUSTOMER ORDER FORM Dedicated Internet Access dated 8/30/2021	Careismatic Brands, LLC	-
Software Agreement	Cogent Communications, Inc.	2450 N ST., NW		WASHINGTON	DC	20037	CUSTOMER ORDER FORM Dedicated Internet Access dated 8/30/2021	Careismatic Brands, LLC	-
Elite Retailer Agreement	Coldrons Uniform	947 S Hwy 27		Somersett	KY	42501-3518	Letter of Authorization dated 9/8/2021 from Cogent	Careismatic Brands, LLC	-
Elite Retailer Agreement	Comanche County Memorial Hospital	926 New 36th St		Lawton	OK	73505-3703	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Comfort Central Park Blvd	273 Central Park Blvd		Fredericksburg	VA	22401	Silver Elite	Careismatic Brands, LLC	-
Service Agreement	CommerceHub	800 TROY-SCHENECTADY RD	STE 100	LATHAM	NY	12110	CommerceHub Supplier Enrollment	Strategic Distribution, L.P.	-
Service Agreement	CommerceHub	800 TROY-SCHENECTADY RD	STE 100	LATHAM	NY	12110	CommerceHub Supplier Enrollment	Strategic Distribution, L.P.	-
Service Agreement	CommerceHub	800 TROY-SCHENECTADY RD	STE 100	LATHAM	NY	12110	CommerceHub Supplier Enrollment	Strategic Distribution, L.P.	-
Elite Retailer Agreement	Common Threads Uniform Shoppe	1010 Porter Ave.		Ocean Springs	MS	39564	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Community Pharmacy and Mobility Inc	163 Rte 37 W		Toms River	NJ	8755	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Concrete Rose Scrubs, LLC	41 Coliseum Crossing		Hampton	VA	23666	Silver Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Conquest Uniform	567 Waterston Ave		Waterbury	CT	06708	Titanium Elite	Careismatic Brands, LLC	-
Consulting Agreement	Contreras, Adam	201 South Santa Fe Avenue		Los Angeles	CA	90012	Consulting Agreement	Careismatic Brands, LLC	9,000
Software Agreement	CONVERGENT TECHNOLOGIES, LLC	2304 TARPLEY RD	SUITE 124	CARROLLTON	TX	75006	CUSTOMER SUPPORT PROGRAM	Careismatic Brands, LLC	-
Contractor Agreement	Corr, Michael	6404 Highland Court		Wilmington	DE	19802	Independent Sales Contractor Agreement, Effective 6/1/2010	Careismatic Brands, LLC	-
Elite Retailer Agreement	Coulee Scrubs Llc	1226 Crossing Meadows Dr		Onalaska	WI	54650	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Country Casuals	1255 Brevard Rd		Asheville	NC	28806-9509	Gold Elite	Careismatic Brands, LLC	-
Service Agreement	Cox Communications	PO Box 60074		City of Industry	CA	91716-0074	Account Holder Update Packet Account 501, Modification of Commercial Services	Careismatic Brands, LLC	-
Service Agreement	Cox Communications	PO Box 60074		City of Industry	CA	91716-0074	Account Holder Update Packet Account 501, Modification of Commercial Services	Careismatic Brands, LLC	-
Service Agreement	Cox Communications	PO Box 60074		City of Industry	CA	91716-0074	Account Holder Update Packet Account 501, Modification of Commercial Services	Careismatic Brands, LLC	-
Service Agreement	Crandall Consulting	1912 Cherokee Street		St. Louis	MO	63118	Agreement	Medellita, LLC	-
Service Agreement	Crandall Consulting	1912 Cherokee Street		St. Louis	MO	63118	VENDOR AGREEMENT	AllHearts, LLC	-
Service Agreement	CreditSafe	4635 CRACKERSPORT RD		ALLEN TOWN	PA	18104	CreditSafe Renewal	Careismatic Brands, LLC	-
Elite Retailer Agreement	Crown Scrubs & Medical Supply	2376 S Dairy Ashford		Houston	TX	77077	Silver Elite	Careismatic Brands, LLC	-
Service Agreement	CSC Network	1000 CORPORATE CENTRE DR #130		FRANKLIN	TN	37067	Supplier Requirements	Careismatic Brands, LLC	-
Elite Retailer Agreement	Custom Embroidery Plus	304 N Lansing St		St. Johns	MI	48879	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Cypress Medical Co. Uniforms & Suppl	8320 Louisa Rd Ste 190		Spring	TX	77379	Silver Elite	Careismatic Brands, LLC	-
Service Agreement	DASCO Reid	2303 Chester Blvd		Richmond	TX	77374	Titanium Elite	Careismatic Brands, LLC	-
Service Agreement	Davaco	6688 N Central Expwy	Suite 100	Dallas	TX	75206	Master Agreement	Careismatic Brands, LLC	20,361
Service Agreement	Davila, Hector Ruben	6688 N Central Expwy	Suite 100	Dallas	TX	75206	Master Agreement	Careismatic Brands, LLC	-
Contractor Agreement	Davis, Hektor Ruben	170 AVE ARTERIAL HOSTOS APT H8		SAN JUAN	PR	00918	Independent Sales Contractor Agreement, Effective 2/1/2012	Careismatic Brands, LLC	-
Employment Agreement	Davis Advisory Services, LLC	111 Arabian Road		Schwensville	PA	19426	Board director appointment	Trojan Holdco, Inc.	-
Employment Agreement	Davis, Steve	111 Arabian Road		Schwensville	PA	19426	Independent Directorship Appointment	CBI Parent, L.P.	-
Elite Retailer Agreement	Day Dreams Uniforms Inc	8424 S US Highway 1		Port Saint Lucie	FL	34952	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Deaconess Home Medical	600 Mary St		Evansville	IN	47747	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	DeAngelo Uniforms	6020 Market St		Youngstown	OH	44512-2918	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Dean's Shirts, Inc.	1240 E Plaza Blvd Ste 603		National City	IL	61956	Titanium Elite	Careismatic Brands, LLC	-
Customer Contract	Deb's Dancewear Uniform	111 S 24th St W		Billings	MT	59102-5600	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Deb's Dancewear Uniform	111 S 24th St W		Billings	MT	59102-5600	Titanium Elite	Careismatic Brands, LLC	-
Software Agreement	Defensive Networks LLC	222 North Pacific Coast Highway	Suite 1620	El Segundo	CA	90245	Order 1102	Careismatic Brands, LLC	-
Elite Retailer Agreement	Dentis Uniform Mfg Co - Medical	135 SE Hawthorne Blvd		Portland	OR	97214	Titanium Elite	Careismatic Brands, LLC	-
Design Resources	Design Resources	8032 Summa Ave Ste C		Baton Rouge	LA	70809	Gold Elite	Careismatic Brands, LLC	-
Customer Contract	Diamond L Designs	1283 E Expressway Ln		Spanish Fork	UT	84660	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Diogo Wey Plaza	407 Wey Plaza		El Cajon	CA	92020	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Digby Dowdle	606 7th Street NE		Little Falls	MN	56345	Gold Elite	Careismatic Brands, LLC	-
License Agreement	Digital 2260 East El Segundo, LLC	2323 Bryan Street, Suite 1800		Dallas	TX	75201	El Segundo, COLOCATION LICENSE AGREEMENT	Careismatic Brands, LLC	143
License Agreement	Digital 2260 East El Segundo, LLC	2323 Bryan Street, Suite 1800		Dallas	TX	75201	El Segundo, Colocation Order #Q-00069533	Careismatic Brands, LLC	-
License Agreement	Digital 2260 East El Segundo, LLC	2323 Bryan Street, Suite 1800		Dallas	TX	75201	El Segundo, COLOCATION LICENSE AGREEMENT	Careismatic Brands, LLC	-
License Agreement	Digital 2260 East El Segundo, LLC	2323 Bryan Street, Suite 1800		Dallas	TX	75201	El Segundo, Colocation Order # Q-00069533	Careismatic Brands, LLC	-
License Agreement	Digital Realty Trust, L.P.	2323 Bryan Street, Suite 1800		Dallas	TX	75201	COLOCATION LICENSE AGREEMENT	Careismatic Brands, LLC	143
Service Agreement	Diligent Corporation	111 West 33rd Street, 16th Floor		New York	NY	10120	ORDER FORM, Agreement Number: Q-730132	Careismatic Brands, LLC	-
Elite Retailer Agreement	Direct Uniform Sales	6326 E Independence Blvd		Charlotte	NC	28212	Silver Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Discount Medical Uniforms	805 Northlake Blvd		North Palm Beach	FL	33408	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Discount Scrubs & Fashion	1911 N State Rd 7		Margate	FL	33063	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Discount Uniform Store	13578 University Plaza St		Tampa	FL	33613	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Discount Uniforms	14486 Greenfield Rd		Detroit	MI	48227	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Discount Uniforms Center	1874 Barker Cypress Rd		Houston	TX	77084	Titanium Elite	Careismatic Brands, LLC	-
License Agreement	Disney Consumer Products, Inc.	500 South Buena Vista St.		Burbank	CA	91521	FIRST AMENDMENT TO THE LICENSE AGREEMENT DATED APRIL 1, 2015	Careismatic Brands, LLC	-
License Agreement	Disney Consumer Products, Inc.	500 South Buena Vista St.		Burbank	CA	91521	FIRST AMENDMENT TO THE LICENSE AGREEMENT DATED APRIL 1, 2015	Careismatic Brands, LLC	-
License Agreement	Disney Consumer Products, Inc.	500 South Buena Vista St.		Burbank	CA	91521	SCHEDULE TO LICENSE AGREEMENT	Careismatic Brands, LLC	-
License Agreement	Disney Consumer Products, Inc.	500 South Buena Vista St.		Burbank	CA	91521	SCHEDULE TO LICENSE AGREEMENT	Careismatic Brands, LLC	-
License Agreement	Disney Consumer Products, Inc.	500 South Buena Vista St.		Burbank	CA	91521	SECOND AMENDMENT TO LICENSE AGREEMENT	Careismatic Brands, LLC	-
License Agreement	Disney Consumer Products, Inc.	500 South Buena Vista St.		Burbank	CA	91521	SCHEDULE TO LICENSE AGREEMENT	Careismatic Brands, LLC	-

Category	Contract Counterparty	Address 1	Address 2	CITY	STATE	ZIP	Contract Description	Legal Entity	Cure Amount
License Agreement	Disney Consumer Products, Inc.	500 South Buena Vista St.		Burbank	CA	91521	FIFTH AMENDMENT TO LICENSE AGREEMENT	Careismatic Brands, LLC	-
License Agreement	Disney Consumer Products, Inc.	500 South Buena Vista St.		Burbank	CA	91521	FOURTH AMENDMENT TO LICENSE AGREEMENT	Careismatic Brands, LLC	-
License Agreement	Disney Consumer Products, Inc.	500 South Buena Vista St.		Burbank	CA	91521	SIXTH AMENDMENT TO LICENSE AGREEMENT	Careismatic Brands, LLC	-
License Agreement	Disney Consumer Products, Inc.	500 South Buena Vista St.		Burbank	CA	91521	Third Amendment to License Agreement	Careismatic Brands, LLC	-
License Agreement	Disney Consumer Products, Inc.	500 South Buena Vista St.		Burbank	CA	91521	FIRST AMENDMENT TO THE LICENSE AGREEMENT DATED MARCH 6, 2018,	Careismatic Brands, LLC	-
License Agreement	Disney Consumer Products, Inc.	500 South Buena Vista St.		Burbank	CA	91521	SCHEDULE TO LICENSE AGREEMENT	Careismatic Brands, LLC	-
License Agreement	Disney Consumer Products, Inc.	500 South Buena Vista St.		Burbank	CA	91521	Third Amendment to License Agreement dtd 03/06/18	Careismatic Brands, LLC	-
License Agreement	Disney Consumer Products, Inc.	500 South Buena Vista St.		Burbank	CA	91521	EXTENSION OF LICENSE AGREEMENT TERM dated 12/18/2023	Careismatic Brands, LLC	-
License Agreement	Disney Consumer Products, Inc.	500 South Buena Vista St.		Burbank	CA	91521	STANDARD TERMS AND CONDITIONS	Careismatic Brands, LLC	-
License Agreement	Disney Consumer Products, Inc.	500 South Buena Vista St.		Burbank	CA	91521	Correspondence dated 5/3/2021 from Disney Consumer Products re: consent to transfer & transfer fee	Careismatic Brands, LLC	-
License Agreement	Disney Consumer Products, Inc.	500 South Buena Vista St.		Burbank	CA	91521	FIRST AMENDMENT TO STANDARD TERMS AND CONDITIONS DATED SEPTEMBER 1, 2013	Careismatic Brands, LLC	-
License Agreement	DocuSign, Inc.	221 Main Street, Suite 1000		San Francisco,	CA	94105	ORDER FORM, Quote Number: Q-00293677	Careismatic Brands, LLC	-
License Agreement	Dog Is Good, LLC	10531 Humboldt Street		Los Alamitos	CA	90720	Agreement - Amendment	Careismatic Brands, LLC	-
Contractor Agreement	Doll, J. A. Rafael	CAPARRA HTSSTATION		SAN JUAN	PR	00922	COMPENSATION	Careismatic Brands, LLC	-
Professional Services	Donlin Recano & Company, Inc.	PO Box 2032		New York	NY	10272-2042	Voting and Consulting Services Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Dorothy's Uniforms	39759 LBJ South		Dallas	TX	75237	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Double Eagle Uniforms	1721 Eastern Blvd		Montgomery	AL	36117	Titanium Elite	Careismatic Brands, LLC	-
Professional Services	Dr Kwane	P.O. Box 232579		Encinitas	CA	92023-2579	Dr Kwane	Careismatic Brands, LLC	-
Purchase Agreement	Dr. Richard Sztranko	134 STANLEY ST		HAMILTON	ON	L8P3Y2	Relainer Agreement	Silverts Adaptive, LLC	-
Purchase Agreement	Dr. Richard Sztranko	134 STANLEY ST		HAMILTON	ON	L8P3Y2	Relainer Agreement	Silverts Adaptive, LLC	-
License Agreement	Dr. Seuss Enterprises, L.P.	9645 Scranton Road, Suite 130		San Diego	CA	92121	Amended and Restated License Agreement	Strategic Distribution, L.P.	-
License Agreement	Dr. Seuss Enterprises, LLC	9645 Scranton Road, Suite 130		San Diego	CA	92121	First Amendment to Amended & Restated License Agreement	Careismatic Brands, LLC	-
Customer Contract	Dr. Uniforms	1311 Oriskany St		West Uica	NY	15052-2913	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Dress Code	8300 E Mill Plain Blvd. Unit B		Vancouver	WA	98661	Gold Elite	Careismatic Brands, LLC	-
Customer Contract	Dress for Success Uniforms	1618 W State Hwy 71 #548		La Grange	TX	78945	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Customer Contract	Dressel Healthcare Supplies	9357 Krewstown Rd		Philadelphia	PA	19115	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Dressel Healthcare Supplies	9357 Krewstown Rd		Philadelphia	PA	19115	Titanium Elite	Careismatic Brands, LLC	-
Professional Services	DSOI	7301 W. Champions Way		Milwaukee	WI	53223	Transaction Services for DSOI E-commerce Sites	Careismatic Brands, LLC	-
Contractor Agreement	Dubin, Allen	6108 BITTERSWEET LANE		CHARLOTTE	NC	28270	Independent Sales Contractor Agreement, Effective 10/1/2003	Careismatic Brands, LLC	-
Elite Retailer Agreement	Dubs Scrubs	5438 Freeway Park Dr		Riverdale	UT	84405-3776	Diamond Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Duty Station Uniforms & Gear	81228 S Memorial Dr		Tulsa	OK	74133	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Dyna Wear	40405 Winchester Rd Ste 102		Ternecula	CA	92591	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Dyna Wear - Murrieta	40525 California Oaks Rd		Murieta	CA	92562	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	E 2 World Uniforms	6912 Market St		Upper Darby	PA	19082-2308	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Eagle Group Inc.	6420 Guion Rd		Indianapolis	IN	46208	Silver Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	EK Embroidery	2219 Pass Road		Gulfport	MS	39501	Titanium Elite	Careismatic Brands, LLC	-
Service Agreement	Elavon, Inc.	7300 Chapman Highway		Knoxville	TN	37920	PAYMENT DEVICE PROCESSING AGREEMENT	Careismatic Brands, LLC	-
Service Agreement	Elavon, Inc.	7300 Chapman Highway		Knoxville	TN	37920	PAYMENT DEVICE PROCESSING AGREEMENT	Careismatic Brands, LLC	-
Service Agreement	Elavon, Inc.	7300 Chapman Highway		Knoxville	TN	37920	PAYMENT DEVICE PROCESSING AGREEMENT	Careismatic Brands, LLC	-
Service Agreement	Elavon, Inc.	7300 Chapman Highway		Knoxville	TN	37920	PAYMENT DEVICE PROCESSING AGREEMENT	Careismatic Brands, LLC	-
Elite Retailer Agreement	Elivog Inc.	3201 Dihemcourt St		New Orleans	LA	70119	Gold Elite	Careismatic Brands, LLC	-
Customer Contract	Embroidery Express	2495 Eastgate Pl Ste E		Snellville	GA	30078	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Emerson's at the Willow	1631 4th St SW Ste 105		Mason City	IA	50401	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Encore Uniform and Apparel	1420 Riverside Ave Ste 102		Fort Collins	CO	80524	Silver Elite	Careismatic Brands, LLC	-
Purchase Agreement	Engle Resources LLC	1360 Post Oak Blvd	Suite 440	Houston	TX	77056	Master Electric Energy Sales Agreement	Careismatic Brands, LLC	27,530
Purchase Agreement	Engle Resources LLC	1360 Post Oak Blvd	Suite 440	Houston	TX	77056	SALES CONFIRMATION	Careismatic Brands, LLC	-
Purchase Agreement	Engle Resources LLC	1360 Post Oak Blvd	Suite 440	Houston	TX	77056	Master Electric Energy Sales Agreement	Careismatic Brands, LLC	-
Purchase Agreement	Engle Resources LLC	1360 Post Oak Blvd	Suite 440	Houston	TX	77056	SALES CONFIRMATION TEXAS FIXED PRICE RTC	Careismatic Brands, LLC	-
Purchase Agreement	Engle Resources LLC	1360 Post Oak Blvd	Suite 440	Houston	TX	77056	SALES CONFIRMATION	Careismatic Brands, LLC	-
Purchase Agreement	Engle Resources LLC	1360 Post Oak Blvd	Suite 440	Houston	TX	77056	SALES CONFIRMATION	Careismatic Brands, LLC	-
Purchase Agreement	Engle Resources LLC	1360 Post Oak Blvd	Suite 440	Houston	TX	77056	SALES CONFIRMATION	Careismatic Brands, LLC	-
Purchase Agreement	Engle Resources LLC	1360 Post Oak Blvd	Suite 440	Houston	TX	77056	SALES CONFIRMATION	Careismatic Brands, LLC	-
Elite Retailer Agreement	Envy Uniforms	215 S Broad St		Gastonia	NC	28054	Titanium Elite	Careismatic Brands, LLC	-
Employment Agreement	Eric Lehman	348 Royal Assembly Drive		Charleston	SC	29492	Directorship	CBI Parent, L.P.	-
Separation Agreement	Erin Earls	6442 Platt Ave		West Hills	CA	91307	Separation Agreement and Full and Final Release of Claims	Careismatic Brands, LLC	-
Insurance Agreement	Euclid (Nationwide)	ONE W NATIONWIDE BLVD	1-14-301	COLUMBUS	OH	43215-2220	Product Liability Insurance, Policy Number 7/28/2024	CBI Parent, L.P.	-
Insurance Agreement	Everest Insurance	461 Fifth Avenue, 4th Floor		New York	NY	10017-6234	Commercial Insurance	CBI Parent, L.P.	-
Insurance Agreement	Everest Insurance	461 Fifth Avenue, 4th Floor		New York	NY	10017-6234	Commercial Insurance	CBI Parent, L.P.	-
Insurance Agreement	Everest Insurance	461 Fifth Avenue, 4th Floor		New York	NY	10017-6234	Commercial Insurance	CBI Parent, L.P.	-
Insurance Agreement	Everest National	100 EVEREST WAY		WARREN	NJ	07059	EVEREST EZ EXCESS POLICY CONDITIONAL BINDER	CBI Parent, L.P.	-
Insurance Agreement	Everest National	100 EVEREST WAY		WARREN	NJ	07059	Cyber Liability Insurance, Policy Number 4/1/2024	CBI Parent, L.P.	-
Insurance Agreement	Everest National	100 EVEREST WAY		WARREN	NJ	07059	Executive Risk Package Insurance, Policy Number 1/4/2030	CBI Parent, L.P.	-
Insurance Agreement	Everest National	100 EVEREST WAY		WARREN	NJ	07059	Executive Risk Package Insurance, Policy Number 4/1/2024	CBI Parent, L.P.	-
Group Customer Contract	EyeCare Partners	15933 Clayton Road	Suite 210	Balwin	MO	63011	PURCHASE AGREEMENT	AllHearts, LLC	-
Service Agreement	F.W.C. Inc.	59 HILLSIDE RD		CHESTER	IN	07930	VENDOR AGREEMENT	Careismatic Brands, LLC	-
Service Agreement	F5 NETWORKS, INC.	801 FIFTH AVENUE		SEATTLE	WA	98104	F5 MAINTENANCE AGREEMENT	Careismatic Brands, LLC	-
Elite Retailer Agreement	Family Medical Supply Inc./Scrubs	115 N College St		Mountain Home	AR	72653	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Famous Brand Uniform	3843 Hamilton Rd Ste B		Columbus	GA	31904-7174	Titanium Elite	Careismatic Brands, LLC	-
Customer Contract	Fashion For Less (NY) Inc.	204-09 Hillside Ave		Hollis	NY	11423	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Fashion For Less (NY) Inc.	204-09 Hillside Ave		Hollis	NY	11423	Titanium Elite	Careismatic Brands, LLC	-
Customer Contract	Fashion Scrub Depot LLC	5329 Central Ave		Saint Petersburg	FL	33710	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Fashion Uniforms II	3402 Jerome Ave		Bronx	NY	10467	Titanium Elite	Careismatic Brands, LLC	-
Customer Contract	Fashionable Scrubs	1630 E Washington St		Colton	CA	92324	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Fashionable Scrubs	1630 E Washington St		Colton	CA	92324	Gold Elite	Careismatic Brands, LLC	-
Insurance Agreement	Federal Insurance Company (Chubb)	CAPITAL CENTER	251 NORTH ILLINOIS STE 1100	INDIANAPOLIS	IN	46204-1927	Business Automobile - Policy No. 73635477	CBI Parent, L.P.	-
Insurance Agreement	Federal Insurance Company (Chubb)	CAPITAL CENTER	251 NORTH ILLINOIS STE 1100	INDIANAPOLIS	IN	46204-1927	Business Auto Insurance, Policy Number 7/28/2024	CBI Parent, L.P.	-
Insurance Agreement	Federal Insurance Company (Chubb)	CAPITAL CENTER	251 NORTH ILLINOIS STE 1100	INDIANAPOLIS	IN	46204-1927	Commercial Package Insurance, Policy Number 7/28/2024	CBI Parent, L.P.	-
Insurance Agreement	Federal Insurance Company (Chubb)	CAPITAL CENTER	251 NORTH ILLINOIS STE 1100	INDIANAPOLIS	IN	46204-1927	Umbrella Liability Insurance, Policy Number 7/28/2024	CBI Parent, L.P.	-
Service Agreement	FedEx	942 South Shady Grove Road		Memphis	TN	38120-4117	FedEx Transportation Services Agreement	Careismatic Brands, LLC	-
Professional Services	Ferraz de Camargo e Matsunaga Advogados	Rua Arqueto Otavio Redig de Campos	105 - Torre A	Sao Paulo	Brazil	04711-904	Legal Services Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Ferry Acquisition Corp	2 Howe St Suite 2B		New Haven	CT	06511	Diamond Elite	Careismatic Brands, LLC	-
Contractor Agreement	Firm Food Service	14605 McCormick Place		Tampa	FL	33626	Principal Representative Group Agreement effective 1/3/2018	Careismatic Brands, LLC	-
Customer Contract	First Uniform Inc	3616 Latrobe Dr		Charlotte	NC	28211-1183	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	First Uniform Inc	3616 Latrobe Dr		Charlotte	NC	28211-1183	Diamond Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Fittings Unlimited, Inc.	402 10th St SE Ste 500		Cedar Rapids	IA	52403	Titanium Elite	Careismatic Brands, LLC	-
License Agreement	FiveTran Inc.	405 14th Street, Suite 1100		Oakland	CA	94612	Service Order	Careismatic Brands, LLC	-
Customer Contract	Flemington Department Store	151 Rte 31		Flemington	NJ	08822-5748	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Flemington Department Store	151 Rte 31		Flemington	NJ	08822-5748	Flemington	Careismatic Brands, LLC	-
License Agreement	FLOOAST	14721 CAFILA ST		SHERMAN OAKS	CA	91411	FLOOAST SERVICES ORDER	Careismatic Brands, LLC	-
Customer Contract	Florida Uniforms And Supplies	3501 SW 2nd Ave		Gainesville	FL	32607	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Florida Uniforms And Supplies	3501 SW 2nd Ave		Gainesville	FL	32607	Titanium Elite	Careismatic Brands, LLC	-
Customer Contract	FM Scrubs	118-A Main St		Rising Sun	IN	47040	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	FoneTech	2180 Iowa Blvd		Vicksburg	MS	39180	Titanium Elite	Careismatic Brands, LLC	-
License Agreement	ForceAmp.com LLC	820 Highland Park Ave		Coraville	IA	52241	Invoice	Careismatic Brands, LLC	-
Elite Retailer Agreement	Four Seasons	73-19 Roosevelt Ave		Jackson Heights	NY	11372	Titanium Elite	Careismatic Brands, LLC	-
Contractor Agreement	Fox, Lennie	940 HOOKLINE CIR		LOXAHATCHEE	FL	33470	Independent Sales Contractor Agreement, Effective 8/1/2001	Careismatic Brands, LLC	-
Contractor Agreement	Fox, Lennie	940 HOOKLINE CIR		LOXAHATCHEE	FL	33470	Independent Sales Contractor Agreement, Effective 8/1/2001	Careismatic Brands, LLC	-
Contractor Agreement	Fox, Lennie	940 HOOKLINE CIR		LOXAHATCHEE	FL	33470	Independent Sales Contractor Agreement, Effective 8/1/2001	Careismatic Brands, LLC	-
Customer Contract	Franks Md. Mart Inc	2405 Mc Faddin St		Beaumont	TX	77702	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Franks Md. Mart Inc	2405 Mc Faddin St		Beaumont	TX	77702	Titanium Elite	Careismatic Brands, LLC	-
Software Agreement	Fraxion Spend Management LLC	3131 Elliott Ave	Suite 450	Seattle	WA	98121	Supplemental Fraxion License Agreement dated 10/13/2023	Careismatic Brands, LLC	-
Software Agreement	Fraxion Spend Management LLC	3131 Elliott Ave	Suite 450	Seattle	WA	98121	Supplemental Fraxion License Agreement dated 10/30/2019	Careismatic Brands, LLC	-
Software Agreement	Fraxion Spend Management LLC	3131 Elliott Ave	Suite 450	Seattle	WA	98121	Supplemental Fraxion License Agreement dated 5/15/2023	Careismatic Brands, LLC	-
Software Agreement	Fraxion Spend Management LLC	3131 Elliott Ave	Suite 450	Seattle	WA	98121	Migration Work Order	Careismatic Brands, LLC	-
Elite Retailer Agreement	Friends Gift Shop	8075 Medical Ctr Dr		Morgantown	WV	25506	Gold Elite	Careismatic Brands, LLC	-
Purchase Agreement	FULLSTORY CONTACT	1745 Peachtree St. NW Ste G		ATLANTA	GA	30309	SALES ORDER FORM	Careismatic Brands, LLC	-
Service Agreement	Garnut Management LLC	9 COVENTRY RD		LIVINGSTON	NJ	07039	Statement of Work	Silverts Adaptive, LLC	-
Elite Retailer Agreement	Garnits Uniform Inc.	2242 Augusta St		Greenville	SC	29605-1764	Gold Elite	Careismatic Brands, LLC	-

Category	Contract Counterparty	Address 1	Address 2	CITY	STATE	ZIP	Contract Description	Legal Entity	Cure Amount
Elite Retailer Agreement	Garrett's Medical	485 First St North		Writer Haven	FL	33881-4114	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Gateway Uniforms	120 Sunrise Ave		Roseville	CA	95661	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Glamour Uniforms	4951 Sunset Blvd		Hollywood	CA	90027	Titanium Elite	Careismatic Brands, LLC	-
License Agreement	Global Marsh Property Owner, L.P.	2440 Marsh Ln		Carrollton	TX	75006	Colocation Order # Q-00069974	Careismatic Brands, LLC	-
Customer Contract	Gloria Key Uniforms	3720 N 124th St Unit G		Wauwatosa	WI	53222	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Gloria Key Uniforms	3720 N 124th St Unit G		Wauwatosa	WI	53222	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	GNQ Uniforms, Inc.	2740 Franklin Rd		Roanoke	VA	24014	Silver Elite	Careismatic Brands, LLC	-
Service Agreement	GoGeoStat, LLC	5100 Eldorado Pkwy, Unit 102-385		McKinney	TX	75070	Customer Master Service Agreement	Careismatic Brands, LLC	7,630
Elite Retailer Agreement	Goodman's Uniforms	1390 W Broad St		Columbus	OH	43222-1345	Silver Elite	Careismatic Brands, LLC	-
Service Agreement	Google Inc.	1600 Amphitheatre Parkway		Mountain View	CA	94043	Parental Guarantee	Silverts Adaptive, LLC	-
Service Agreement	Google LLC	1600 Amphitheatre Parkway		Mountain View	CA	94043	Guaranty	Silverts Adaptive, LLC	-
Elite Retailer Agreement	Gracie's Discount Medical	3901 Dutchmans Ln		Louisville	KY	40207	Silver Elite	Careismatic Brands, LLC	-
Purchase Agreement	GP Corrugated LLC	133 Peachtree Street NE		Atlanta	GA	30303	Supply Agreement	Careismatic Brands, LLC	11,639
Purchase Agreement	GP Corrugated LLC	133 Peachtree Street NE		Atlanta	GA	30303	Extension Agreement	Careismatic Brands, LLC	-
Purchase Agreement	GP Corrugated LLC	133 Peachtree Street NE		Atlanta	GA	30303	Extension Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Grace Anna's Boutique	2429 Bissonnet St #619		Houston	TX	77005	Silver Elite	Careismatic Brands, LLC	-
Customer Contract	Grunny's Uniforms Work Fashions & More	2525 College Ave		Alton	IL	62002	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Great Lakes Workwear	2825 E Highland Rd #125		Highland	MI	48356	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Great Plains Uniforms	4308 S 88th St		Omaha	NE	68127	Silver Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Great Scrubs & More	307 Kentucky Ave Ste A#3		West Plains	MO	65775	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Green River Scrubs	3546 S Suncoast Blvd		Homosassa	FL	34448	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Greg's Uniforms	2408 Commerce Road		Jacksonville	NC	28546	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Greg's Uniforms	2408 Commerce Road		Jacksonville	NC	28546	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Griffins Uniforms	115 Lamar		Bainbridge	GA	39817	Titanium Elite	Careismatic Brands, LLC	-
Contractor Agreement	Grillo, Vince	2305 Norwich Street		Flower Mound	TX	75028	Independent Sales Contractor Agreement, Effective 10/1/2009	Careismatic Brands, LLC	-
Contractor Agreement	Grillo, Vince	2305 Norwich Street		Flower Mound	TX	75028	Changes to Agreement - Fax dated 11/4/2003	Careismatic Brands, LLC	-
License Agreement	GST US, Inc.	7887 Washington Village Drive		Dayton	OH	45459	License of GST Company Prefix	Strategic Distribution, L.P.	-
Manufacturing Agreement	Hachette Filipacchi Presse S.A.	149 Rue Anatole	Levallois-Perret Cedex			92534	LICENSE AGREEMENT	Careismatic Brands, LLC	-
Others	Hain Branding Solutions, Inc.	3182 MOMENTUM PL		CHICAGO	IL	60689-5331	2024 Product Supplier Program	Careismatic Brands, LLC	-
Customer Contract	Hanover Uniforms Co.	3501 Marmenco Ct		Baltimore	MD	21230	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Contractor Agreement	Hanson, Robert	13765 ST CHARLES ROCK RD #114		BRIDGETON	MO	63044	Independent Sales Contractor Agreement, Effective 9/1/2011	Careismatic Brands, LLC	-
Contractor Agreement	Hanson, Robert	13765 ST CHARLES ROCK RD #114		BRIDGETON	MO	63044	Independent Sales Contractor Agreement, Effective 9/1/2011	Careismatic Brands, LLC	-
Insurance Agreement	HARTFORD	ONE HARTFORD PLZ		HARTFORD	CT	06155	Commercial Insurance	Careismatic Brands, LLC	-
Insurance Agreement	HARTFORD	ONE HARTFORD PLZ		HARTFORD	CT	06155	Commercial Insurance	Careismatic Brands, LLC	-
Insurance Agreement	HARTFORD	ONE HARTFORD PLZ		HARTFORD	CT	06155	International Insurance, Policy Number 7/28/2024	CBI Parent, L.P.	-
Elite Retailer Agreement	Hartford Work Uniforms, LLC	1728 Keshamona Ave #D		Waukegan	IL	60093	Silver Elite	Careismatic Brands, LLC	-
License Agreement	HawkSearch	2700 S RIVE RD STE 400		DES PLAINES	IL	60018	Software Proposal	AllHearts, LLC	-
Elite Retailer Agreement	Health Essentials	3230 S Wisconsin Ste F		Joplin	MO	64804	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Health First Medical Equipment	1131 W New Haven Ave Ste 101		West Melbourne	FL	32904	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Heidi's Uniforms	1320 Red Wolf Blvd		Jonesboro	NC	27401	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Heidis Uniforms	1418 A Stratford Rd		Winston Salem	NC	27103	Diamond Elite	Careismatic Brands, LLC	-
Service Agreement	Hemisphere Freight & Brokerage Services	21 Goodrich Road	No. 3	Toronto	ON	M8Z 6A3	Continuous general agency agreement	Strategic Distribution, L.P.	-
Contractor Agreement	Hirschler, Craig	161 Mill Spring		North Carolina	NC	45121	Independent Sales Contractor Agreement, Effective 6/1/2010	Careismatic Brands, LLC	-
Contractor Agreement	Hosch, Dan	14803 FOREST OAKS DR STE 300		LOUISVILLE	KY	40245	Independent Sales Contractor Agreement, Effective 1/1/2013	Strategic Distribution, L.P.	-
Elite Retailer Agreement	House of Angels	307 W 125th st		New York	NY	10027	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Hula B's, LLC	528 Harlow Rd.		Springfield	OR	97477	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Ideal Department Store	1816 Flatbush Ave		Brooklyn	NY	11210	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Identity Factor, LLC	2965 N Germantown Rd Ste 125		Barlett	TN	38133	Titanium Elite	Careismatic Brands, LLC	-
Consulting Agreement	iFranchise Group	905 W. 175th Street, 2nd Floor		Homewood	IL	60430	Franchise Feasibility Assessment	Careismatic Brands, LLC	-
Elite Retailer Agreement	IHC Supply, Inc.	3911 Central Ave Ste H		Hot Springs	AR	71913	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Images Shop	1330 Mercy Dr NW		Canton	OH	44708-2626	Silver Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Imley's Uniforms	2720 Maple Ave		Zanesville	OH	43701	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	In Home Care, Inc.	201 Nottingham Ave NE		Wise	VA	24295-5612	Silver Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	In Home Medical	300 Coles Centre Pkwy		Mattson	IL	61931	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Infinity Scrubs, LLC.	10720 N Rodney Parham Road #D11		Little Rock	AR	72212	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Inka's Uniforms	11626 Sherwood Forest Ct		Baton Rouge	LA	70816	Silver Elite	Careismatic Brands, LLC	-
License Agreement	INTEGRAL AB	Soda Tuljagan 4		Malmö	AZ	211 40	ORDER FORM ID 568590-5573	Careismatic Brands, LLC	-
Software Agreement	Insight Direct, Inc	2701 E. INSIGHT WAY		CHANDLER	AZ	85296	MICROSOFT PRODUCTS AND SERVICES AGREEMENT	Careismatic Brands, LLC	-
License Agreement	Insight Enterprises, Inc.			Tempe	AZ	85283	E-Mail Security Change Order Form	Strategic Distribution, L.P.	-
License Agreement	Insight Enterprises, Inc.	6820 South Hart Street		Tempe	AZ	85283	E-Mail Security Service Order Form	Strategic Distribution, L.P.	-
License Agreement	INTELLIGENT FABRIC TECHNOLOGIES (NORTH AMERICA) INC.	525 Denison Street, Unit 2		Markham	ON	L3R 1B8	License and Supply Agreement	Careismatic Brands, LLC	-
License Agreement	Interact one inc	4665 CORNELL RD	STE 255	CINCINNATI	OH	45241	Magento Maintenance & Support - Monthly Retainer	Medella, LLC	3,200
License Agreement	Interact one inc	4665 CORNELL RD	STE 255	CINCINNATI	OH	45241	Magento Maintenance & Support - Monthly Retainer	Medella, LLC	-
Consulting Agreement	IPC DXTRA, Inc. d/b/a Weber Shandwick	909 THRD AVE		NEW YORK	NY	10022	Agreement for Professional Service	Careismatic Brands, LLC	-
Service Agreement	Ironides Inc	100 Vlahire Blvd, Suite 700		Santa Monica	CA	90401	Letter Agreement dated 11/30/2023	Careismatic Brands, LLC	8,000
Elite Retailer Agreement	J & E Uniforms Inc	2425 Jefferson Davis Hwy		Sanford	NC	27332-7104	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	J & J Professional Uniform Shop	689 Maple Valley Dr		Farmington	MO	63640	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	J&D Uniforms, LLC.	1057 Goodman Rd		Horn Lake	MS	38637	Titanium Elite	Careismatic Brands, LLC	-
Lease	J.W. Properties Group, LLC	2583 Walnut Avenue		Geneva	IL	60134	Confirmation of Commencement of Lease Agreement	Careismatic Brands, LLC	-
Lease	J.W. Properties Group, LLC	2583 Walnut Avenue		Geneva	IL	60134	Office Lease	Careismatic, LLC	-
Lease	J.W. Properties Group, LLC	2583 Walnut Avenue		Geneva	IL	60134	First Amendment to Office Lease Agreement	Careismatic Brands, LLC	-
Lease	J.W. Properties Group, LLC	2583 Walnut Avenue		Geneva	IL	60134	Second Amendment to Office Lease Agreement	Careismatic Brands, LLC	-
Lease	J.W. Properties Group, LLC	2583 Walnut Avenue		Geneva	IL	60134	Property Tax Memo - Notice of Increase	Careismatic Brands, LLC	-
Lease	J.W. Properties Group, LLC	2583 Walnut Avenue		Geneva	IL	60134	Office Lease	Careismatic Brands, LLC	-
Lease	J.W. Properties Group, LLC	2583 Walnut Avenue		Geneva	IL	60134	Confirmation of Commencement of Lease Agreement and Office Lease	Careismatic Brands, LLC	-
Lease	J.W. Properties Group, LLC	2583 Walnut Avenue		Geneva	IL	60134	First Amendment to Office Lease Agreement	Careismatic Brands, LLC	-
Lease	J.W. Properties Group, LLC	2583 Walnut Avenue		Geneva	IL	60134	Second Amendment to Office Lease Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	J2 Scrubs	1575 Hwy 83		Sublette	KS	67877	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Jack L. Marcus Inc.	5300 W Ford Du Lac Ave		Milwaukee	WI	53216-1348	Titanium Elite	Careismatic Brands, LLC	-
Contractor Agreement	JACK VAN VRANKEN	141 CURRIER DR		MANCHESTER	NH	03104	Independent Sales Contractor Agreement, Effective 3/22/2002	Careismatic Brands, LLC	-
Elite Retailer Agreement	James Key LLC - School	509 A St Mary Hwy		Thibodaux	LA	70301	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	James Medical Uniforms	7821 Coldwater Rd Ste B		Fort Wayne	IN	46825-3409	Titanium Elite	Careismatic Brands, LLC	-
Contractor Agreement	Jane McCulry	1026 LEGACY HILLS DR		FRANKLIN	TN	37064	Independent Contractor/Proprietary Information/Assignment of Inventions Agreement	Careismatic Brands, LLC	-
Customer Contract	Jan's Uniforms	26914 Gena Dr		Chesterfield	MI	48051-1532	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Jan's Uniforms	26914 Gena Dr		Chesterfield	MI	48051-1532	Titanium Elite	Careismatic Brands, LLC	-
Customer Contract	Jays Uniform - Medical	1000 Springfield Ave		Irvington	NJ	7111	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Jeness Uniform Centers	1000 Springfield Ave		Irvington	NJ	7111	Diamond Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Jeness Uniform Centers	4728 Virginia Beach Blvd		Virginia Beach	VA	23462	Titanium Elite	Careismatic Brands, LLC	-
Contractor Agreement	Jered Friedland	9461 Charleville Blvd., #190		Beverly Hills	CA	90212	Independent Contractor/Proprietary Information/Assignment of Inventions Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Jeri's Uniforms	5665 E Speedway Blvd		Tucson	AZ	85712	Titanium Elite	Careismatic Brands, LLC	-
Software Agreement	Jesta I.S. Inc.	755 RUE BERRI STE 200		MONTREAL	QC	H2Y3E5	Statement of Work	Careismatic Brands, LLC	-
Software Agreement	Jesta I.S. Inc.	755 RUE BERRI STE 200		MONTREAL	QC	H2Y3E5	Statement of Work	Careismatic Brands, LLC	-
Software Agreement	Jesta I.S. Inc.	755 RUE BERRI STE 200		MONTREAL	QC	H2Y3E5	ADDENDUM TO License Agreement	Careismatic Brands, LLC	-
Software Agreement	Jesta I.S. Inc.	755 RUE BERRI STE 200		MONTREAL	QC	H2Y3E5	ADDENDUM TO Software License Agreement	Careismatic Brands, LLC	-
Software Agreement	Jesta I.S. Inc.	755 RUE BERRI STE 200		MONTREAL	QC	H2Y3E5	Software as of Service Agreement (SAAS)	Careismatic Brands, LLC	-
Contractor Agreement	JIM BARLOW	913 FOREST HIGHLANDS RD		PRESCOTT	AZ	86303	Independent Sales Contractor Agreement, Effective 1/7/2002	Careismatic Brands, LLC	-
Service Agreement	JMG Security Systems, Inc	733 S. Marquette Ave		Minneapolis	MN	55402	Commercial Security/Fire Alarm System Agreement	Strategic Distribution, L.P.	2,401
Service Agreement	JMG Security Systems, Inc	17150 NEWHOPE ST STE 109		FOUNTAIN VALLEY	CA	92708	Addendum to Original Agreement	Strategic Distribution, L.P.	-
Service Agreement	JMG Security Systems, Inc	17150 NEWHOPE ST STE 109		FOUNTAIN VALLEY	CA	92708	Addendum to Security/Fire Alarm System Agreement dtd 08-09-05	Strategic Distribution, L.P.	-
Elite Retailer Agreement	JMY Trading Group	11634 NW 91St Pl		Hialeah Gardens	FL	33018	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Joan's Uniforms	165 Heinberg Dr		Colchester	VT	05446-6810	Gold Elite	Careismatic Brands, LLC	-
Contractor Agreement	Jonathan F. Hackett	405 20th Place		Manhattan Beach	CA	90266	Consulting Agreement / Proprietary Information / Assignment of Inventions Agreement	Careismatic Brands, LLC	-
Contractor Agreement	Jonathan F. Hackett	405 20th Place		Manhattan Beach	CA	90266	Independent Contractor / Proprietary Information / Assignment of Inventions Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Jonnes Medical Equipment	522 Elma G Miles Pkwy		Hinesville	GA	31213	Silver Elite	Careismatic Brands, LLC	-
Contractor Agreement	Josie's Uniform Boutique	5515 Caroga Avenue	Unit 109	Los Angeles	CA	91267	Independent Contractor Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Josie's Uniform Boutique	54 New Hartford Shopping Ctr		New Hartford	NY	13413	Silver Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	JT Healthcare Uniforms	918 S Main St		Salinas	CA	93901	Gold Elite	Careismatic Brands, LLC	-
Contractor Agreement	Julie Gimber	2010 Prince Way		Reno	NV	89503	Independent Contractor Agreement	Careismatic Brands, LLC	-

Category	Contract Counterparty	Address 1	Address 2	CITY	STATE	ZIP	Contract Description	Legal Entity	Cure Amount
Contractor Agreement	Justicia, Andy	216 CHESTERFIELD CT		SCHAUMBURG	IL	60193	Independent Sales Contractor Agreement, Effective 12/10/08	Careismatic Brands, LLC	-
Contractor Agreement	Justicia, Andy	216 CHESTERFIELD CT		SCHAUMBURG	IL	60193	Independent Sales Contractor Agreement, Effective 1/1/2012	Careismatic Brands, LLC	-
Service Agreement	JVS Melotti Sulcooes Texteis Ltda.	LOTEAMENTO INDUSTRIAL WERNER PLAS		AMERICANA, SAN PAOLO	TX	01347-8734	Acordo De Representacao	Careismatic Brands, LLC	-
Service Agreement	JVS Melotti Sulcooes Texteis Ltda.	LOTEAMENTO INDUSTRIAL WERNER PLAS		AMERICANA, SAN PAOLO	TX	01347-8734	Representation Agreement	Careismatic Brands, LLC	-
Service Agreement	JVS Melotti Sulcooes Texteis Ltda.	LOTEAMENTO INDUSTRIAL WERNER PLAS		AMERICANA, SAN PAOLO	TX	01347-8734	Representation Agreement	Careismatic Brands, LLC	-
Lease	JW Properties, LLC.	2583 Walnut Ave		Geneva	NY	60134	First Amendment to Office Lease dated4/1/2013	Strategic Distribution, L.P.	-
Elite Retailer Agreement	Elite Retailer, Inc	234 Lowe Hudson Ave		Green Island	IL	12183	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Elite Retailer, Inc	K C Uniforms, Inc		Morgantown	WV	26505	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Elite Retailer Agreement	Kargo's Medical Uniforms		Riverside	CA	92505	Gold Elite	Careismatic Brands, LLC	-
Consulting Agreement	Karla Bakersmith	2537 Badxon Way		Chesterfield	MO	63017	Consulting Agreement / Property Information / Assignment of Inventions Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Kassaulare Uniform Inc.	485 S Broadway		Yonkers	NY	10705	Silver Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Key Fashion	1270 N Euclid St		Anaheim	CA	92801-1966	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Kellogg's Uniforms	7115, SR 54		New Port Richey	FL	34653	Gold Elite	Careismatic Brands, LLC	-
Service Agreement	Kelley Johnson	1826 12th St. #4		Manhattan Beach	CA	90266	Talent/Marketing Agreement	Careismatic Brands, LLC	-
Customer Contract	Kelly's Uniforms/ Sassy Scrubs	2253 Hwy 15N Pinetree Village		Laurel	MS	39440	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Kelly's Uniforms/ Sassy Scrubs	2253 Hwy 15N Pinetree Village		Laurel	MS	39440	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Ken Allen Uniform	1046 W Hamilton St		Allentown	PA	18101-1033	Gold Elite	Careismatic Brands, LLC	-
Consulting Agreement	Kendall Barber	10534 SW BARBER ST		WILSONVILLE	OR	97070	Independent Contractor Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Kenif Uniforms & Alterations	1671 Hoffman Rd. Suite 130		Green Bay	WI	54311	Titanium Elite	Careismatic Brands, LLC	-
Contractor Agreement	Kimmelman, Warren	357 ENGLAND PL		MARETTA	GA	30066	Independent Sales Contractor Agreement, Effective 1/1/2006	Careismatic Brands, LLC	-
Contractor Agreement	Kimmelman, Warren	357 ENGLAND PL		MARETTA	GA	30066	Independent Sales Contractor Agreement, Effective 7/18/2001	Careismatic Brands, LLC	-
Contractor Agreement	Kimmelman, Warren	357 ENGLAND PL		MARETTA	GA	30066	INDEPENDENT SALES CONTRACTOR AGREEMENT, EFFECTIVE 7/11/2001	Careismatic Brands, LLC	-
Elite Retailer Agreement	Kirkland & Ellis LLP	300 N Lincoln St		Chicago	IL	60654	Legal Services Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Kroy Apparel, Inc.	1164 S Creasy Ln		Lafayette	IN	47905	Titanium Elite	Careismatic Brands, LLC	-
Service Agreement	Krona Mirota	100 Williams Drive		Ramsey	NJ	07446	Maintenance Agreement	Krazy Kat Sportswear LLC	1,696
Service Agreement	KPMG LLP	811 Main Street		Houston	TX	77002	Engagement Letter	Careismatic Brands, LLC	-
Intercompany Agreement	Krazy Kat Sportswear LLC	26 East Union Ave		EastRutherford	NJ	7073	Amended & Restated Operating Agreement of Krazy Kat Sportswear LLC	Careismatic Group I, Inc.	-
Elite Retailer Agreement	Kristen Uniforms & Linens	2010 Eggert Rd		Amherst	NY	14226-2101	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Kristen's Scrub Shop	517 West Broadway		Muskogee	OK	74401	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	K-Scrubs	321 Fort Riley Blvd		Manhattan	KS	66502	Gold Elite	Careismatic Brands, LLC	-
Customer Contract	La Bella Uniforms	19420 S La Grange Rd		Mokena	IL	60448	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	La Bella Uniforms	19420 S La Grange Rd		Mokena	IL	60448	Diamond Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	La Parisienne II, LLC	214 N River St Ste 1		Calhoun	GA	30701	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	La Parisienne Uniforms	927 N Glenwood Ave		Baiton	CA	30721-2618	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	LA Uniforms, LLC	8312 Florida Blvd Ste B		Baton Rouge	LA	70806	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Labor of Love Scrubs LLC	1020 E Cork St		Kalamazoo	MI	49001	Silver Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Lafayette Bergen Sales	1800 Koisene Saloom Road Ste#300		Lafayette	LA	70508	Diamond Elite	Careismatic Brands, LLC	-
License Agreement	LAFIG Belgium s.a	Rue du Cerf 85		Gervel	LU	1332	Merchandise License Agreement	Careismatic Brands, LLC	5,000
License Agreement	LAFIG Belgium s.a	Rue du Cerf 85		Gervel	LU	1332	MERCHANDISING LICENSE AGREEMENT	Careismatic Brands, LLC	-
Elite Retailer Agreement	Lake Uniforms	10601 US Hwy 441		Leesburg	FL	34788-8204	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Lakeland Uniforms	27111 Highway 21		New Hyde Park	NY	11040-1502	Silver Elite	Careismatic Brands, LLC	-
Employment Agreement	Lakshmi, Sidharth	906 ILIFF ST		PACIFIC PALISADES	CA	90272	Amended and Restated Employment Agreement dated December 2023	Careismatic Brands, LLC	-
Elite Retailer Agreement	Lambert's Uniforms	4901 N Broadway		Knoxville	TN	37918-2379	Diamond Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Landman Uniforms Inc	6206 E Black Horse Pike		Egg Harbor Township	NJ	8234	Silver Elite	Careismatic Brands, LLC	-
Contractor Agreement	Larry Smith	7002 NORTHEM SPRING LN		FREDERICKSBURG	VA	22407	Independent Sales Contractor Agreement, Effective 8/1/2001	Careismatic Brands, LLC	-
Contractor Agreement	Larry Smith	7002 NORTHEM SPRING LN		FREDERICKSBURG	VA	22407	Independent Sales Contractor Agreement, Effective 8/1/2001	Careismatic Brands, LLC	-
Customer Contract	Las Vegas Uniforms	967 E Sahara Ave		Las Vegas	NV	89104	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Las Vegas Uniforms	967 E Sahara Ave		Las Vegas	NV	89104	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Laurel Uniforms & Apparel	5076 W 58th Ave		Arvada	CO	80002	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Lavie Scrubs LLC	2275 S Federal Hwy Ste 270		Delray Beach	FL	33483	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Leggett Town Country	335 Mt Cross Rd		Danville	VA	24540	Titanium Elite	Careismatic Brands, LLC	-
Employment Agreement	Lehman, Eric	346 Royal Assembly Dr		Charleston	SC	29492	Independent Directorship Appointment	CSI Parent, L.P.	-
Service Agreement	Lexicon Branding, Inc.	30 Liberty Ship Way, Suite 3360		Sausalito	CA	94965	Professional Services Agreement	Careismatic Brands, LLC	-
Software Agreement	Lexim IT Corp	11580 Seaboard Cir.		Stanton	CA	90680	Master Services Agreement	Strategic Distribution, L.P.	59,000
Software Agreement	Lexim IT Corp	11580 Seaboard Cir.		Stanton	CA	90680	Website Development Contract	Careismatic Brands, LLC	-
Software Agreement	Lexim IT Corp	11580 Seaboard Cir.		Stanton	CA	90680	Website Development Contract	Strategic Distribution, L.P.	-
Software Agreement	Lexim IT Corp	11580 Seaboard Cir.		Stanton	CA	90680	Website Development Contract	Strategic Distribution, L.P.	-
Software Agreement	Lexim IT Corp	11580 Seaboard Cir.		Stanton	CA	90680	Website Development Contract	Strategic Distribution, L.P.	-
Software Agreement	Lexim IT Corp	11580 Seaboard Cir.		Stanton	CA	90680	Website Development Contract	Strategic Distribution, L.P.	-
Software Agreement	Lexim IT Corp	11580 Seaboard Cir.		Stanton	CA	90680	Website Development Contract	Strategic Distribution, L.P.	-
Software Agreement	Lexim IT Corp	11580 Seaboard Cir.		Stanton	CA	90680	Website Development Contract	Strategic Distribution, L.P.	-
Software Agreement	Lexim IT Corp	11580 Seaboard Cir.		Stanton	CA	90680	Website Development Contract	Strategic Distribution, L.P.	-
Software Agreement	Lexim IT Corp	11580 Seaboard Cir.		Stanton	CA	90680	Website Development Contract	Strategic Distribution, L.P.	-
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Software Agreement	Lexim IT Corp	11580 Seaboard Cir.		Stanton	CA	90680	Website Development Contract	Strategic Distribution, L.P.	-
Software Agreement	Lexim IT Corp	11580 Seaboard Cir.		Stanton	CA	90680	Website Development Contract	Strategic Distribution, L.P.	-
Software Agreement	Lexim IT Corp	11580 Seaboard Cir.		Stanton	CA	90680	Website Development Contract	Strategic Distribution, L.P.	-
Software Agreement	Lexim IT Corp	11580 Seaboard Cir.		Stanton	CA	90680	Website Development Contract	Strategic Distribution, L.P.	-
Software Agreement	Lexim IT Corp	11580 Seaboard Cir.		Stanton	CA	90680	Website Development Contract	Strategic Distribution, L.P.	-
Software Agreement	Lexim IT Corp	11580 Seaboard Cir.		Stanton	CA	90680	Website Development Contract	Strategic Distribution, L.P.	-
Software Agreement	Lexim IT Corp	11580 Seaboard Cir.		Stanton	CA	90680	Website Development Contract	Strategic Distribution, L.P.	-
Software Agreement	Lexim IT Corp	11580 Seaboard Cir.		Stanton	CA	90680	Website Development Contract	Strategic Distribution, L.P.	-
Software Agreement	Lexim IT Corp	11580 Seaboard Cir.		Stanton	CA	90680	Website Development Contract	Strategic Distribution, L.P.	-
Software Agreement	Lexim IT Corp	11580 Seaboard Cir.		Stanton	CA	90680	Website Development Contract	Strategic Distribution, L.P.	-
Software Agreement	Lexim IT Corp	11580 Seaboard Cir.		Stanton	CA	90680	Website Development Contract	Strategic Distribution, L.P.	-
Software Agreement	Lexim IT Corp	11580 Seaboard Cir.		Stanton	CA	90680	Website Development Contract	Strategic Distribution, L.P.	-
Software Agreement	Lexim IT Corp	11580 Seaboard Cir.		Stanton	CA	90680	Website Development Contract	Strategic Distribution, L.P.	-
Software Agreement	Lexim IT Corp	11580 Seaboard Cir.		Stanton	CA	90680	Website Development Contract	Strategic Distribution, L.P.	-
Software Agreement	Lexim IT Corp	11580 Seaboard Cir.		Stanton	CA	90680	Website Development Contract	Strategic Distribution, L.P.	-
Software Agreement	Lexim IT Corp	11580 Seaboard Cir.		Stanton	CA	90680	Website Development Contract	Strategic Distribution, L.P.	-
Software Agreement	Lexim IT Corp	11580 Seaboard Cir.		Stanton	CA	90680	Website Development Contract	Strategic Distribution, L.P.	-
Software Agreement	Lexim IT Corp	11580 Seaboard Cir.		Stanton	CA	90680	Website Development Contract	Strategic Distribution, L.P.	-
Software Agreement	Lexim IT Corp	11580 Seaboard Cir.		Stanton	CA	90680	Website Development Contract	Strategic Distribution, L.P.	-
Software Agreement	Lexim IT Corp	11580 Seaboard Cir.		Stanton	CA	90680	Website Development Contract	Strategic Distribution, L.P.	-
Software Agreement	Lexim IT Corp	11580 Seaboard Cir.		Stanton	CA	90680	Website Development Contract	Strategic Distribution, L.P.	-
Software Agreement	Lexim IT Corp	11580 Seaboard Cir.		Stanton	CA	90680	Website Development Contract	Strategic Distribution, L.P.	-
Software Agreement	Lexim IT Corp	11580 Seaboard Cir.		Stanton	CA	90680	Website Development Contract	Strategic Distribution, L.P.	-
Software Agreement	Lexim IT Corp	11580 Seaboard Cir.		Stanton	CA	90680	Website Development Contract		

Category	Contract Counterparty	Address 1	Address 2	CITY	STATE	ZIP	Contract Description	Legal Entity	Cure Amount
Software Agreement	Magento, Inc	345 PARK AVENUE		SAN JOSE	CA	95110-2704	Magento Subscription Agreement	AllHearts, LLC	-
Software Agreement	Manhattan Associates, Inc	2300 Windy Ridge Parkway		Atlanta	GA	30339	Addendum to Software License, Services and Maintenance Agreement	Careismatic Brands, LLC	-
Software Agreement	Manhattan Associates, Inc	2300 Windy Ridge Parkway		Atlanta	GA	30339	Amendment to Software License Service Agreement	Careismatic Brands, LLC	-
Software Agreement	Manhattan Associates, Inc	2300 Windy Ridge Parkway		Atlanta	GA	30339	Attachment A - Licensed Products and Customer Support and Software Enhancements	Careismatic Brands, LLC	-
Software Agreement	Manhattan Associates, Inc	2300 Windy Ridge Parkway		Atlanta	GA	30339	Attachment A to Software, License, Services and Maintenance Agreement	Careismatic Brands, LLC	-
Software Agreement	Manhattan Associates, Inc	2300 Windy Ridge Parkway		Atlanta	GA	30339	Attachment A to Software, License, Services and Maintenance Agreement	Careismatic Brands, LLC	-
Software Agreement	Manhattan Associates, Inc	2300 Windy Ridge Parkway		Atlanta	GA	30339	Proposal Correspondence from Manhattan Associates dated 11/20/2017	Careismatic Brands, LLC	-
Software Agreement	Manhattan Associates, Inc	2300 Windy Ridge Parkway		Atlanta	GA	30339	Quote # M14Q26731	Careismatic Brands, LLC	-
Software Agreement	Manhattan Associates, Inc	2300 Windy Ridge Parkway		Atlanta	GA	30339	Software License, Services and Maintenance Agreement	Careismatic Brands, LLC	-
Software Agreement	Manhattan Associates, Inc	2300 Windy Ridge Parkway		Atlanta	GA	30339	Software License, Services and Maintenance Agreement	Careismatic Brands, LLC	-
Software Agreement	Manhattan Associates, Inc	2300 Windy Ridge Parkway		Atlanta	GA	30339	Software, License, Services and Maintenance Agreement	Careismatic Brands, LLC	-
Software Agreement	Manhattan Associates, Inc	2300 Windy Ridge Parkway		Atlanta	GA	30339	STANDARD TERMS & CONDITIONS	Careismatic Brands, LLC	-
Software Agreement	Manhattan Associates, Inc	2300 Windy Ridge Parkway		Atlanta	GA	30339	Statement of Work for Strategic Partners , Slotting Optimization 2014	Careismatic Brands, LLC	-
Software Agreement	Manhattan Associates, Inc	2300 Windy Ridge Parkway		Atlanta	GA	30339	Strategic Partners Upgrade Dallas Site to V2019	Careismatic Brands, LLC	-
Elite Retailer Agreement	Marie's Medical	103 Blanchard St Ste D		West Monroe	LA	71291	Titanium Elite	Careismatic Brands, LLC	-
Contractor Agreement	Marina Dedivanovic	1320 York Avenue	Apartment 24F	New York	NY	10021	Services and Product Endorsement Agreement	Careismatic Brands, LLC	-
Consulting Agreement	Markley, LLC	325 HUDSON ST 4TH FL		NEW YORK	NY	10013	Consulting Agreement	Careismatic Brands, LLC	-
Insurance Agreement	Markel American	4521 HIGHWOODS PKWY		GLEN ALLEN	VA	23068	Executive Risk Package Insurance, Policy Number 41/12024	CBI Parent, L.P.	-
Insurance Agreement	Markel American	4521 HIGHWOODS PKWY		GLEN ALLEN	VA	23068	Executive Risk Package Insurance, Policy Number 47487	CBI Parent, L.P.	-
Intercompany Agreement	Marketplace Impact, LLC	9800 De Soto Ave		Chatsworth	CA	91311	Operating Agreement	Careismatic Brands, LLC	-
Intercompany Agreement	Marketplace Impact, LLC	9800 De Soto Ave		Chatsworth	CA	91311	Limited Liability Company Agreement of Marketplace Impact, LLC	Careismatic Brands, LLC	-
Elite Retailer Agreement	Mark's Scrubs, Med Uniforms and Apparel	1401 N Carbon St Ste B		Marion	IL	62959	Titanium Elite	Careismatic Brands, LLC	-
Consulting Agreement	Marlin Morris	Ringvagen 112		Stockholm			Consulting Agreement / Proprietary Information / Assignment of Inventions Agreement	Careismatic Brands, LLC	-
Consulting Agreement	Marlin Morris	Ringvagen 112		Stockholm			Consulting Agreement / Proprietary Information / Assignment of Inventions Agreement	Careismatic Brands, LLC	-
Service Agreement	Mary Osborne	3809 VALLEY VIEW RD #5		AUSTIN	TX	78704	Silverts Influencer Ambassador / i/Creative / UGC Agreement	Silverts Adaptive, LLC	-
Customer Contract	McKay Clothing	851 Abbott Rd		Buffalo	NY	14220	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Contractor Agreement	McNeill, George	7001 HUNTER COVE DR		ARLINGTON	TX	76001	Independent Sales Contractor Agreement, Effective 8/29/1999	Careismatic Brands, LLC	-
Contractor Agreement	McNeill, George	7001 HUNTER COVE DR		ARLINGTON	TX	76001	Independent Sales Contractor Agreement, Effective 8/29/1999	Careismatic Brands, LLC	-
Elite Retailer Agreement	McWilliams Uniform Shoppe	384 Mill St		Danville	PA	17821	Gold Elite	Careismatic Brands, LLC	-
Customer Contract	MD Uniforms	36141 Stone Oak Pkwy Ste 606		San Antonio	TX	78258	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	MD Uniforms	19141 Stone Oak Pkwy Ste 606		San Antonio	TX	78258	Titanium Elite	Careismatic Brands, LLC	-
Customer Contract	Med Plus Uniforms & Scrubs	695 Kidder St		Wilkes-Barre	PA	18702	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Med Plus Uniforms & Scrubs	695 Kidder St		Wilkes-Barre	PA	18702	Titanium Elite	Careismatic Brands, LLC	-
Customer Contract	Med Scrubs	2900 N. Sugar Rd. Suite E.		Pharr	TX	78577	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Med Scrubs	2900 N. Sugar Rd. Suite E.		Pharr	TX	78577	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Med Uniform	26300 Cedar Rd Ste 1440		Beachwood	OH	44122	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Medical Or Medical Products	1081 West Forest		Jackson	MS	39201	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Medical Market	2208 Worley Dr		Alexandria	LA	71301-3600	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Medical Outfitters	804 US Hwy 431		Boaz	AL	35957	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Medical Outfitters, LLC	3804 Hixon Pk		Chattanooga	TN	37415	Silver Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Medical Supply & Uniforms	8062 Brooklyn Blvd		Brooklyn Park	MN	55445	Silver Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Medical Uniform	5152 Fredericksburg Rd #194		San Antonio	TX	78229	Titanium Elite	Careismatic Brands, LLC	-
Customer Contract	Medical Uniforms	16126 Southwest Fwy Ste 160		Sugar Land	TX	77479	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Medical Uniforms	16126 Southwest Fwy Ste 160		Sugar Land	TX	77479	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Medical Wear Outlet	8211 Bruceville Rd #120		Sacramento	CA	95823	Gold Elite	Careismatic Brands, LLC	-
Service Agreement	MedGroup Physician Services	100 Chesterfield Business Pkwy	Ste. 200	Chesterfield	MO	63005	Group Purchasing Contract Agreement	Silverts Adaptive, LLC	-
Elite Retailer Agreement	Medix Uniforms	8128 Fredericksburg Rd		San Antonio	TX	78229	Titanium Elite	Careismatic Brands, LLC	-
Customer Contract	Medwear Uniforms West Inc	100 Sansbury Way #114		W Palm Beach	FL	33411	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Medwear Uniforms West Inc	100 Sansbury Way #114		W Palm Beach	FL	33411	Diamond Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Meg's Medical Scrubs & Boutique	205 1st Street S		Winter Haven	FL	33880	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Mental Uniforms	12371 Kingdale Ln		Houston	TX	77024	Titanium Elite	Careismatic Brands, LLC	-
Service Agreement	Merchant Centric	31365 Oak Crest Dr., Ste. 100		Westlake Village	CA	91361	Order Form Agreement	Careismatic Brands, LLC	-
Service Agreement	Merchant Centric	31365 Oak Crest Dr., Ste. 100		Westlake Village	CA	91361	Amendment Agreement No. 1	Careismatic Brands, LLC	-
Customer Contract	Mercy Home Medical	841 Springdale Dr		Clinton	IA	52732	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Mercy Home Medical	841 Springdale Dr		Clinton	IA	52732	Silver Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Meridy's Uniform	208 Madison St		Vidalia	GA	30474-4338	Diamond Elite	Careismatic Brands, LLC	-
Service Agreement	Mettler-Toledo, LLC	1900 Polaris Parkway		Columbus	OH	43240-4035	Service Contract Acknowledgement	Strategic Distribution, L.P.	-
Service Agreement	Mettler-Toledo, LLC	1900 Polaris Parkway		Columbus	OH	43240-4035	Service Contract Acknowledgement 183646515	Careismatic Brands, LLC	-
Employment Agreement	Michael Penner	632 Clarke Avenue		Westmount	QC	H3Y 3E4	Directorship Appointment	CBI Parent, L.P.	-
Elite Retailer Agreement	Michael's LA Fashions	1310-B S Los Angeles St		Los Angeles	CA	90015	Diamond Elite	Careismatic Brands, LLC	-
Software Agreement	MICROSOFT CORPORATION	DEPT. 551, VOLUME LICENSING	6100 NEIL ROAD, SUITE 210	RENO	NV	89511-1137	MICROSOFT PRODUCTS AND SERVICES AGREEMENT	Careismatic Brands, LLC	-
Elite Retailer Agreement	Midwest Medical Equipment	3209 Broad St		Monroe	LA	71201	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Midwest Uniform Suppliers Jasper	423 S US Hwy 231		Jasper	IN	47546	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Midwest Uniform Supply	627 N Seminary St		Galesburg	IL	61401-2611	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Mid-west Uniforms	142 La Porte Rd		Waterloo	ON	L0T0G0-1836	Titanium Elite	Careismatic Brands, LLC	-
Consulting Agreement	Miller Ink, Inc.	11400 West Olympic Blvd., Suite 300		Los Angeles	CA	90064	Miller Ink Master Services Agreement	Careismatic Brands, LLC	2,054
Contractor Agreement	Ming, Eddie R.	8536 Breakers Point		Dallas	TX	75243	Independent Sales Contractor Agreement, Effective 10/1/2010	Careismatic Brands, LLC	-
Contractor Agreement	Miracle Distributors	327 Hilda Street		East Meadow	NY	11554	Independent Sales Contractor Agreement	Careismatic Brands, LLC	-
Contractor Agreement	Miracle Distributors	327 Hilda Street		East Meadow	NY	11554	Independent Sales Contractor Agreement, Effective 11/1/2008	Careismatic Brands, LLC	-
Contractor Agreement	MIRACLE DISTRIBUTORS (ANTHONY MASSERIA)	327 HILDA STREET		EAST MEADOW	NY	11554	Independent Sales Contractor Agreement, Effective 11/1/2008	Careismatic Brands, LLC	-
Service Agreement	Mister Sweeper LP	P.O. Box 560048		Dallas	TX	75356	Sweeper Contract	Strategic Distribution, L.P.	92
Service Agreement	Mister Sweeper LP	P.O. Box 560048		Dallas	TX	75356	Sweeper Contract	Strategic Distribution, L.P.	-
Consulting Agreement	Mobley, Wendell	12358 Aldergerl Street		Moorpark	CA	93021	Consulting Agreement Proprietary Information Assignment of Inventions Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Model Uniforms	110 Vista Drive Suite C		Charleroi	PA	15022	Silver Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	More Than Scrubs LLC	480 Wilson Ave		Thomasville	AL	36784	Gold Elite	Careismatic Brands, LLC	-
Service Agreement	Morgan's Shoes & Bottery	2755 E Franklin Blvd		Gastonia	NC	28056	Titanium Elite	Careismatic Brands, LLC	-
Service Agreement	Moss Adams LLP	10960 Wilshire Boulevard	Suite 1100	Los Angeles	CA	90024	Professional Services Agreement	New Trojan Parent, Inc.	-
Service Agreement	Moss Adams LLP	10960 Wilshire Boulevard	Suite 1100	Los Angeles	CA	90024	Master Services Agreement Addendum Business Entity Tax Returns	Strategic Partners Acquisition Corp.	-
Service Agreement	Moss Adams LLP	10960 Wilshire Boulevard	Suite 1100	Los Angeles	CA	90024	Master Services Agreement Addendum Transaction Services	Trojan Holdco, Inc.	-
Service Agreement	Moss Adams LLP	10960 Wilshire Boulevard	Suite 1100	Los Angeles	CA	90024	Addendum	Careismatic Brands, LLC	-
Employment Agreement	Mr. Larry Benjamin	135 E. ONWENTSA BLVD		LAKE FOREST	IL	60045	Board of Director Appointment	Trojan Holdco, Inc.	-
Employment Agreement	Mr. Lawrence Jackson	2312 ELLISTON PL #451		NASHVILLE	TN	37203	Board of Director Appointment	Trojan Holdco, Inc.	-
Service Agreement	MRP Management Services	2502 INGLESIDE DR		GRAND PRAIRIE	TX	75050	VENDOR AGREEMENT	Careismatic Brands, LLC	-
Employment Agreement	Ms. Kathleen Sanford	P.O. Box 350		Ocala	FL	34859	Board director appointment	Trojan Holdco, Inc.	-
Employment Agreement	Ms. Kathleen Sanford	P.O. Box 350		Ocala	FL	34859	Non-Trojan Parent, Inc. Grant Agreement	New Trojan Parent, Inc.	-
Elite Retailer Agreement	My Scrub Shop	30 E Main St		Palmyra	PA	17078	Gold Elite	Careismatic Brands, LLC	-
Customer Contract	My Uniform Corner	4500 Rogers Ave Suite 1		Fort Smith	AR	72903	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	My Uniform Corner	4500 Rogers Ave Suite 1		Fort Smith	AR	72903	Titanium Elite	Careismatic Brands, LLC	-
Software Agreement	Nanvar, Inc.	3 East Third Avenue	Suite 211	San Mateo	CA	94401	CHANGE ORDER	Careismatic Brands, LLC	-
Software Agreement	Nanvar, Inc.	3 East Third Avenue	Suite 211	San Mateo	CA	94401	Service Order	AllHearts, LLC	-
Software Agreement	Nanvar, Inc.	3 East Third Avenue	Suite 211	San Mateo	CA	94401	Service Order	AllHearts, LLC	-
Software Agreement	Nanvar, Inc.	3 East Third Avenue	Suite 211	San Mateo	CA	94401	Service Order	Careismatic Brands, LLC	-
Software Agreement	Nanvar, Inc.	3 East Third Avenue	Suite 211	San Mateo	CA	94401	Service Order	Careismatic Brands, LLC	-
Software Agreement	Nanvar, Inc.	3 East Third Avenue	Suite 211	San Mateo	CA	94401	Service Order	Careismatic Brands, LLC	-
Employment Agreement	Natalia Hodgson	1600 MAGNOLIA AVE		MANHATTAN BEACH	CA	92666	Statement of Work	AllHearts, LLC	-
Consulting Agreement	National Logistics Services (2006), Inc.	150 Courtyspark Drive West		Mississauga, OH	ON	L5W 1Y6	General Release Agreement	Careismatic Brands, LLC	-
Consulting Agreement	National Logistics Services (2006), Inc.	150 Courtyspark Drive West		Mississauga, OH	ON	L5W 1Y6	Services Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	National Outdoors	5600 Bandera Rd		San Antonio	TX	78238	Gold Elite	Careismatic Brands, LLC	-
Insurance Agreement	Navigators	PENN PLAZA 32ND FLOOR		NEW YORK	NY	10119	Commercial Insurance	AllHearts, LLC	-
Insurance Agreement	Navigators	PENN PLAZA 32ND FLOOR		NEW YORK	NY	10119	Commercial Insurance	Careismatic Brands, LLC	-
Insurance Agreement	Navigators	PENN PLAZA 32ND FLOOR		NEW YORK	NY	10119	Cargo Insurance, Policy Number 7/28/2024	CBI Parent, L.P.	-
Insurance Agreement	Navigators Insurance Company	One Penn Plaza		New York	NY	10119	General Indemnity Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Nes Uniforms	2407 Linwood Dr. Ste 9		Paragould	MO	72450-4234	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Nes Uniforms	2407 Linwood Dr. Ste 9		Paragould	MO	72450-4234	Gold Elite	Careismatic Brands, LLC	-
Software Agreement	Nes's Shoes	2103 Elm Rd		Warren	OH	44483-4003	Titanium Elite	Careismatic Brands, LLC	-
Software Agreement	NedGraphics	135 W. 41ST STREET		NEW YORK	NY	10036	SOFTWARE MAINTENANCE AGREEMENT	Careismatic Brands, LLC	-
Software Agreement	NedGraphics	135 W. 41ST STREET		NEW YORK	NY	10036	SOFTWARE MAINTENANCE AGREEMENT	Careismatic Brands, LLC	-
Software Agreement	NedGraphics	135 W. 41ST STREET		NEW YORK	NY	10036	2024 SOFTWARE MAINTENANCE AGREEMENT	Careismatic Brands, LLC	-
Software Agreement	NedGraphics	135 W. 41ST STREET		NEW YORK	NY	10036	SOFTWARE MAINTENANCE AGREEMENT	Careismatic Brands, LLC	-
Software Agreement	NedGraphics	135 W. 41ST STREET		NEW YORK	NY	10036	SOFTWARE MAINTENANCE AGREEMENT	Careismatic Brands, LLC	-

Category	Contract Counterparty	Address 1	Address 2	CITY	STATE	ZIP	Contract Description	Legal Entity	Cure Amount
Contractor Agreement	NEELY, CAPRICE	61546 Hardin Martin Court		Bend	OR	97702	Independent Contractor Agreement	Careismatic Brands, LLC	
Software Agreement	New Generation Computing, Inc.	14600 NW 75th Ct.		Miami Lakes	FL	33016	Software License and Services Agreement (Order Form No. 2324)	Careismatic Brands, LLC	27,861
Elite Retailer Agreement	New Look Uniform & Embroidery	800 S 20th St		Altoona	PA	16602-4541	Titanium Elite	Careismatic Brands, LLC	-
Consulting Agreement	New Nurse Academy LLC	6340 Ross Street		Philadelphia	PA	19144	AMENDMENT: Consulting Agreement / Proprietary Information / Assignment of Inventions Agreement	Careismatic Brands, LLC	-
Consulting Agreement	New Nurse Academy LLC	6340 Ross Street		Philadelphia	PA	19144	Consulting Agreement / Proprietary Information / Assignment of Inventions	Careismatic Brands, LLC	-
Elite Retailer Agreement	New Waves Scrubs LLC	16385 Bernardo Center Dr		San Diego	CA	92128	Agreement	Careismatic Brands, LLC	-
Group Customer Contract	New York Presbyterian	525 East 68th Street		New York	NY	10065	Second Amendment to Medical Uniform Purchase Agreement	Med Couture, LLC	-
Service Agreement	Nedvix, Inc.	9451 E. Via de Ventura		Scottsdale	AZ	85256	Nedvix Service Agreement	Careismatic Brands, LLC	-
Service Agreement	5899 S GREENWOOD PLZ BLVD	STE 201		GREENWOOD VILLAGE	CO	80111	Technical Support Agreement	Careismatic Brands, LLC	6,280
Contractor Agreement	Nilsen, Chris	9315 Highmeadow		Houston	TX	77063	Independent Sales Contractor Agreement, Effective 6/1/2010	Careismatic Brands, LLC	-
Contractor Agreement	Nilsen, Chris	9315 Highmeadow		Houston	TX	77063	Independent Sales Contractor Agreement, Effective 6/1/2010	Careismatic Brands, LLC	-
Elite Retailer Agreement	Noor Clothing	681 Palomar St #A		Chula Vista	CA	91911	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	North Texas Uniforms	151 College Park Dr		Weatherford	TX	76086	Titanium Elite	Careismatic Brands, LLC	-
Contractor Agreement	Northeast Warehouse Sales, Inc.	1055 Stewart Avenue, Suite 6B		Bethpage	NY	11714	Consulting Agreement / Proprietary Information / Assignment of Inventions	Careismatic Brands, LLC	-
Contractor Agreement	Northeast Warehouse Sales, Inc.	1055 Stewart Avenue, Suite 6B		Bethpage	NY	11714	Agreement	Careismatic Brands, LLC	-
Contractor Agreement	Northeast Warehouse Sales, Inc.	1055 Stewart Avenue, Suite 6B		Bethpage	NY	11714	Independent Contractor / Proprietary Information / Assignment of Inventions	Careismatic Brands, LLC	-
Contractor Agreement	Northeast Warehouse Sales, Inc.	1055 Stewart Avenue, Suite 6B		Bethpage	NY	11714	Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Norshore Medical Supply	375 Masey Rd		Houston	TX	77013-4545	Independent Sales Contractor Agreement, Effective 9/7/2010	Careismatic Brands, LLC	-
Group Customer Contract	Northwestern	541 N. Fairbanks	18-1803	Chicago	IL	60611	THIRD AMENDMENT TO THE MED COUTURE, INC. APPAREL PURCHASE AGREEMENT	Med Couture, LLC	-
Elite Retailer Agreement	N'Style Uniforms	1125 N Simpson Dr. Ste. E		Warrensburg	MO	64083	Gold Elite	Careismatic Brands, LLC	-
Customer Contract	Nurses Boutique Etc	1748 S Mooney Blvd		Visalia	CA	93277-7771	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Nurses Boutique Etc	1748 S Mooney Blvd		Visalia	CA	93277-7771	Diamond Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Nurses Unit & Shoes	1460 North Ave Suite K		Grand Junction	CO	81501	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Nurses Uniform Place Inc	1104 Chestnut St		Philadelphia	PA	19107	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Nys Uniform	1030 Scribner		Grand Rapids	MI	49504-4212	Titanium Elite	Careismatic Brands, LLC	-
Service Agreement	Office Depot, Inc.	PO BOX 28248		Phoenix	AZ	85038-9248	Joinder Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Old Country Medical Apparel	451 Old Country Rd		Westbury	NY	11590	Titanium Elite	Careismatic Brands, LLC	-
Software Agreement	OM Partners N.V.	2727 Paces Ferry Road,	Bldg I Suite 1750,	Atlanta	GA	30339	MAINTENANCE AND USER SUPPORT AGREEMENT	Careismatic Brands, LLC	25,474
Software Agreement	OM Partners N.V.	2727 Paces Ferry Road,	Bldg I Suite 1750,	Atlanta	GA	30339	Software License Agreement	Careismatic Brands, LLC	-
Software Agreement	OM Partners N.V.	2727 Paces Ferry Road,	Bldg I Suite 1750,	Atlanta	GA	30339	Software License Agreement, nr. 2444 - OMP Plus	Careismatic Brands, LLC	-
Software Agreement	OM Partners N.V.	2727 Paces Ferry Road,	Bldg I Suite 1750,	Atlanta	GA	30339	Maintenance and User Support Agreement, nr. 2444 - OMP Plus	Careismatic Brands, LLC	-
Software Agreement	OM Partners N.V.	2727 Paces Ferry Road,	Bldg I Suite 1750,	Atlanta	GA	30339	MAINTENANCE AND USER SUPPORT AGREEMENT	Careismatic Brands, LLC	-
Elite Retailer Agreement	OneMedSource	4170 Lavon Dr #140		Garland	TX	75040	Titanium Elite	Careismatic Brands, LLC	-
Software Agreement	On-Line Technologies, Inc. (d.b.a. OrderLogix)	P.O. Box 6798		Scarborough	ME	04070	HOSTED EDITION MASTER SUBSCRIPTION AGREEMENT	AllHearts, LLC	-
Software Agreement	On-Line Technologies, Inc. (d.b.a. OrderLogix)	P.O. Box 6798		Scarborough	ME	04070	On-Line Technologies, Inc. (d.b.a. OrderLogix) Hosted Edition Master Subscription	Careismatic Brands, LLC	-
Software Agreement	On-Line Technologies, Inc. (d.b.a. OrderLogix)	P.O. Box 6798		Scarborough	ME	04070	Agreement 20220406	AllHearts, LLC	-
Software Agreement	On-Line Technologies, Inc. (d.b.a. OrderLogix)	P.O. Box 6798		Scarborough	ME	04070	On-Line Technologies, Inc. (d.b.a. OrderLogix) Hosted Edition Master Subscription	AllHearts, LLC	-
Software Agreement	Oracle America, Inc (Netsuite)	500 Oracle Parkway		Redwood Shores	CA	94065	Agreement 20230517	Careismatic Brands, LLC	-
Software Agreement	Oracle America, Inc (Netsuite)	500 Oracle Parkway		Redwood Shores	CA	94065	Fixed Price Statement of Work - Silverts	Careismatic Brands, LLC	-
Software Agreement	Oracle America, Inc (Netsuite)	500 Oracle Parkway		Redwood Shores	CA	94065	Oracle My Support Renewal	Careismatic Brands, LLC	-
Software Agreement	Oracle America, Inc (Netsuite)	500 Oracle Parkway		Redwood Shores	CA	94065	Oracle NetSuite	Careismatic Brands, LLC	-
Software Agreement	Oracle America, Inc (Netsuite)	500 Oracle Parkway		Redwood Shores	CA	94065	Oracle NetSuite Estimate dated 11/15/2019, Estimate # 668354	Careismatic Brands, LLC	-
Software Agreement	Oracle America, Inc (Netsuite)	500 Oracle Parkway		Redwood Shores	CA	94065	Oracle NetSuite, Fixed Price Statement of Work	Careismatic Brands, LLC	-
Software Agreement	Oracle America, Inc (Netsuite)	500 Oracle Parkway		Redwood Shores	CA	94065	Oracle NetSuite, Time & Material Statement of Work	Careismatic Brands, LLC	-
Software Agreement	Oracle America, Inc (Netsuite)	500 Oracle Parkway		Redwood Shores	CA	94065	Oracle NetSuite, Time & Material Statement of Work - Silverts	Careismatic Brands, LLC	-
Software Agreement	Oracle America, Inc (Netsuite)	500 Oracle Parkway		Redwood Shores	CA	94065	Oracle Ordering Document	Careismatic Brands, LLC	-
Software Agreement	Oracle America, Inc (Netsuite)	500 Oracle Parkway		Redwood Shores	CA	94065	Order Form re License and Services Agreement	Careismatic Brands, LLC	-
Software Agreement	Oracle America, Inc (Netsuite)	500 Oracle Parkway		Redwood Shores	CA	94065	Statement of Work Agreement	Careismatic Brands, LLC	-
Software Agreement	Oracle America, Inc (Netsuite)	500 Oracle Parkway		Redwood Shores	CA	94065	Statement of Work Agreement	Careismatic Brands, LLC	-
Software Agreement	Oracle America, Inc (Netsuite)	500 Oracle Parkway		Redwood Shores	CA	94065	Subscription Services Agreement	Careismatic Brands, LLC	-
Software Agreement	Oracle America, Inc (Netsuite)	500 Oracle Parkway		Redwood Shores	CA	94065	Subscription Services Agreement	Careismatic Brands, LLC	-
Software Agreement	Oracle America, Inc (Netsuite)	500 Oracle Parkway		Redwood Shores	CA	94065	Subscription Services Agreement	Careismatic Brands, LLC	-
Software Agreement	Oracle America, Inc (Netsuite)	500 Oracle Parkway		Redwood Shores	CA	94065	Subscription Services Agreement - Silverts	Careismatic Brands, LLC	-
Software Agreement	Oracle America, Inc (Netsuite)	500 Oracle Parkway		Redwood Shores	CA	94065	Time & Material Statement of Work	Careismatic Brands, LLC	-
Contractor Agreement	Orbit, LLC	6 Highmeadow Road		Weston	MA	02463	Advisory Agreement	Careismatic Brands, LLC	-
Contractor Agreement	Orbit, LLC	6 Highmeadow Road		Weston	MA	02463	Advisory Agreement	Careismatic Brands, LLC	-
Consulting Agreement	Outboundview LLC	531 Alfred Ladd Road East		Franklin	TN	37064	Consulting Agreement	AllHearts, LLC	-
Consulting Agreement	Outboundview LLC	531 Alfred Ladd Road East		Franklin	TN	37064	Consulting Agreement	AllHearts, LLC	-
Service Agreement	Outlandish 1, LLC	900 BRIDGEWATER CT		NASHVILLE	TN	37221	VENDOR AGREEMENT	Careismatic Brands, LLC	-
Contractor Agreement	Oxford Omega, Inc.	1000 Wooden Avenue		Canton	GA	30114	Independent Sales Contractor Agreement, Effective 9/1/2014	Careismatic Brands, LLC	-
Contractor Agreement	Oxford Omega, Inc.	1000 Wooden Avenue		Canton	GA	30114	Independent Sales Contractor Agreement, Effective 9/1/2014	Careismatic Brands, LLC	-
License Agreement	PACIFIC BUSINESS SYSTEMS, INC.	1511 THIRD AVENUE	SUITE 433	SEATTLE	WA	98101	Limited Liability Company Agreement of Pacsim Limited, LLC	Careismatic Brands, LLC	-
License Agreement	PAPERLESS BUSINESS SYSTEMS, INC.	1511 THIRD AVENUE	SUITE 433	SEATTLE	WA	98101	EREOQUESTER LICENSE AGREEMENT	Careismatic Brands, LLC	-
License Agreement	PAPERLESS BUSINESS SYSTEMS, INC.	1511 THIRD AVENUE	SUITE 433	SEATTLE	WA	98101	EREOQUESTER LICENSE AGREEMENT	Careismatic Brands, LLC	-
License Agreement	PAPERLESS BUSINESS SYSTEMS, INC.	1511 THIRD AVENUE	SUITE 433	SEATTLE	WA	98101	Supplemental eRequester License Agreement	Careismatic Brands, LLC	-
License Agreement	PAPERLESS BUSINESS SYSTEMS, INC.	1511 THIRD AVENUE	SUITE 433	SEATTLE	WA	98101	SUPPLEMENTAL EREQUESTER LICENSE AGREEMENT (PROJECT ACCOUNTING MODULE)	Careismatic Brands, LLC	-
License Agreement	PAPERLESS BUSINESS SYSTEMS, INC.	1511 THIRD AVENUE	SUITE 433	SEATTLE	WA	98101	Supplemental eRequester License Agreement	Careismatic Brands, LLC	-
License Agreement	PAPERLESS BUSINESS SYSTEMS, INC.	1511 THIRD AVENUE	SUITE 433	SEATTLE	WA	98101	SUPPLEMENTAL EREQUESTER LICENSE AGREEMENT (PROJECT ACCOUNTING MODULE)	Careismatic Brands, LLC	-
Service Agreement	PARACORP INCORPORATED	PO BOX 160568		SACRAMENTO	CA	95816-0568	STATUROY AGENT REPRESENTATION CONTRACT	Careismatic Brands, LLC	-
Service Agreement	PARACORP INCORPORATED	PO BOX 160568		SACRAMENTO	CA	95816-0568	STATUROY AGENT REPRESENTATION CONTRACT	AllHearts, LLC	-
Service Agreement	PARACORP INCORPORATED	PO BOX 160568		SACRAMENTO	CA	95816-0568	STATUROY AGENT REPRESENTATION CONTRACT	Marketplace Impact, LLC	-
Service Agreement	PARACORP INCORPORATED	PO BOX 160568		SACRAMENTO	CA	95816-0568	STATUROY AGENT REPRESENTATION CONTRACT	Careismatic Brands, LLC	-
Elite Retailer Agreement	Parker's	414 N Broadway		Jennings	LA	70545-5338	Silver Elite	Careismatic Brands, LLC	-
Customer Contract	Parker's Clothing	39 Lance St Ste 4		Blue Ridge	GA	30513	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Service Agreement	Parks Coffee	2629 DICKERSON PKWY		CARROLLTON	TX	75007-0209	PREVENTIVE MAINTENANCE & EQUIPMENT AGREEMENT	Careismatic Brands, LLC	4,556
Service Agreement	Parks Coffee	2629 DICKERSON PKWY		CARROLLTON	TX	75007-0209	EQUIPMENT AGREEMENT & CUSTOMER INFORMATION	Strategic Distribution, L.P.	-
Service Agreement	Parks Coffee	2629 DICKERSON PKWY		CARROLLTON	TX	75007-0209	OFFICE COFFEE SERVICE AND WATER ADDENDUM	Careismatic Brands, LLC	-
Service Agreement	Parks Coffee	2629 DICKERSON PKWY		CARROLLTON	TX	75007-0209	OFFICE COFFEE SERVICE AND WATER ADDENDUM	Careismatic Brands, LLC	-
Service Agreement	Parks Coffee	2629 DICKERSON PKWY		CARROLLTON	TX	75007-0209	PREVENTIVE MAINTENANCE & EQUIPMENT AGREEMENT	Careismatic Brands, LLC	-
Elite Retailer Agreement	Parkway Scrubs	2006 South Memorial Pkwy		Huntsville	AL	35801	Diamond Elite	Careismatic Brands, LLC	-
Contractor Agreement	Pat O'Reilly Sales, Inc.	10037 S MAPLEWOOD		CHICAGO	IL	60655	Independent Sales Contractor Agreement, Effective 10/1/2011	Careismatic Brands, LLC	-
Contractor Agreement	Pat O'Reilly Sales, Inc.	10037 S MAPLEWOOD		CHICAGO	IL	60655	Independent Sales Contractor Agreement, Effective 10/1/2011	Careismatic Brands, LLC	-
Contractor Agreement	PAUL HABER	15221 VIBURNUM RD		FRISCO	TX	75035	Independent Sales Contractor Agreement, Effective 1/1/1998	Careismatic Brands, LLC	-
Others	PAULA ERSKINE	2364 GLASTONBURY RD		BURLINGTON	ON	L7P 3Y3	UGC AGREEMENT	Silverts Adaptive, LLC	-
Elite Retailer Agreement	Payless Unlimited, LLC	703 N 10th St		McAllen	TX	78501	McAllen	Careismatic Brands, LLC	-
Service Agreement	PDQ TEMPORARIES, INC.	702 HUNTERS ROW CT		MANSFIELD	TX	76063	AGREEMENT TO PROVIDE STAFFING SERVICES	Careismatic Brands, LLC	-
License Agreement	PEANUTS WORLDWIDE LLC	352 Park Avenue So. FL 8,		New York	NY	10010	SEVENTH AMENDMENT TO AGREEMENT	Careismatic Brands, LLC	7,868
License Agreement	PEANUTS WORLDWIDE LLC	352 Park Avenue So. FL 8,		New York	NY	10010	FIFTH AMENDMENT TO AGREEMENT CONTRACT NO. 511309-4-5 D 6766	Strategic Distribution, L.P.	-
License Agreement	PEANUTS WORLDWIDE LLC	352 Park Avenue So. FL 8,		New York	NY	10010	FOURTH AMENDMENT TO AGREEMENT CONTRACT NO. 511309-4-4 D 6766	Strategic Distribution, L.P.	-
License Agreement	PEANUTS WORLDWIDE LLC	352 Park Avenue So. FL 8,		New York	NY	10010	FIFTH AMENDMENT TO AGREEMENT CONTRACT NO. 511309-4-6 D 6766	Strategic Distribution, L.P.	-
License Agreement	PEANUTS WORLDWIDE LLC	352 Park Avenue So. FL 8,		New York	NY	10010	FIFTH AMENDMENT TO AGREEMENT CONTRACT NO. 511309-4-5 D 6766	Strategic Distribution, L.P.	-
Employment Agreement	Penner, Michael	632 Clarke Avenue		Westmont	QC	H3Y 1E4	Independent Directorship Appointment	CBI Parent, L.P.	-
Customer Contract	Perfect Exercises	3643 W Maple Rd		Bloomfield Hills	MI	48301	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Perkins Medical Supply	3717 10th Ct		Vero Beach	FL	32960-6559	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Personal Graphics Inc	610 W. Sheridan Ste 3		Potoskey	MI	49770	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Picky Picky Picky Surplus	600 E Street		Eureka	CA	95501	Gold Elite	Careismatic Brands, LLC	-
Customer Contract	Piercesch, Inc	1807 S 2nd St		Laclemie	BC	V2Y 0Y0	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Customer Contract	Piranha Brands	10658 W Centennial Rd Ste 400		Littleton	CO	80127	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Piranha Brands Inc	10658 W Centennial Rd Ste 400		Littleton	CO	80127	Titanium Elite	Careismatic Brands, LLC	-
Lease	Pitney Bowes Inc	PO BOX 371896		PITTSBURGH	PA	15250-7896	LEASE AGREEMENT 41273202	Careismatic Brands, LLC	-
Lease	Pitney Bowes Inc	PO BOX 371896		PITTSBURGH	PA	15250-7896	LEASE AGREEMENT	Careismatic Brands, LLC	-
Lease	Pitney Bowes Inc	PO BOX 371896		PITTSBURGH	PA	15250-7896	LEASE AGREEMENT	Careismatic Brands, LLC	-
Lease	Pitney Bowes Inc	PO BOX 371896		PITTSBURGH	PA	15250-7896	LEASE AGREEMENT	Careismatic Brands, LLC	-

Category	Contract Counterparty	Address 1	Address 2	CITY	STATE	ZIP	Contract Description	Legal Entity	Cure Amount
Lease	Reney Bowes Inc	PO BOX 371696		PITTSBURGH	PA	15259-7896	PURCHASE POWER AUTOMATIC PAYMENT AGREEMENT	Careismatic Brands, LLC	-
Customer Contract	Planet Scrubs	3501 Midway Rd Suite 260		Piano	TX	75025	E-Commerce Agreement	Strategic Distribution, L.P.	-
Customer Contract	Planet Scrubs	3501 Midway Rd Suite 260		Plano	TX	75093	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Plaza Uniform	1507 Lafayette Rd		Roseville	GA	30741	Titanium Elite	Careismatic Brands, LLC	-
Insurance Agreement	PMC The Commerce Building	1405 The Commerce Building	708 Third Avenue, 20th Floor	New York	NY	10017	Interest Rate Hedging Advisory Proposal dated 9/2/2021	New Trojan Parent, Inc.	-
Elite Retailer Agreement	Pocoos Scrubs	1545 N 9th St Ste 110		Stroudsburg	PA	18360	Gold Elite	Careismatic Brands, LLC	-
Contractor Agreement	PONCE INTERNATIONAL, INC.	1539 BRIAROLEN AVENUE		WESTLAKE VILLAGE	CA	91361	Independent Contractor/Proprietary Information/Assignment of Inventions	Careismatic Brands, LLC	-
Elite Retailer Agreement	Poughkeepsie Uniform Center Inc.	2555 South Rd Ste 2		Poughkeepsie	NY	12601	Gold Elite	Careismatic Brands, LLC	-
Service Agreement	Power Digital Marketing, Inc.	2251 SAN DIEGO AVENUE SUITE A250		SAN DIEGO	CA	92110	Power Digital Marketing Campaign Agreement	Careismatic Brands, LLC	-
Service Agreement	Power Digital Marketing, Inc.	2251 SAN DIEGO AVENUE SUITE A250		SAN DIEGO	CA	92110	Campaign Agreement Addendum	Careismatic Brands, LLC	-
Service Agreement	Power Digital Marketing, Inc.	2251 SAN DIEGO AVENUE SUITE A250		SAN DIEGO	CA	92110	Campaign Agreement Addendum #4	Careismatic Brands, LLC	-
Service Agreement	Power Digital Marketing, Inc.	2251 SAN DIEGO AVENUE SUITE A250		SAN DIEGO	CA	92110	Campaign Agreement Addendum #5	Careismatic Brands, LLC	-
Service Agreement	Power Digital Marketing, Inc.	2251 SAN DIEGO AVENUE SUITE A250		SAN DIEGO	CA	92110	Campaign Agreement Addendum	Careismatic Brands, LLC	-
Elite Retailer Agreement	Premiere Uniforms	3196 N. College Ave		Fayetteville	AR	72703-3573	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Prism Medical Apparel	340 Cutters Hill Ct		Lexington	KY	40509	Silver Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Pm Uniform & Medical	921 Cypress Creek Pkwy Ste 122		Houston	TX	77099-2530	Diamond Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	PRN Uniforms, LLC	3205 South Cooper Street Ste 137		Arlington	TX	76015-3468	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Pro Image Uniforms	1216 Wildwood Ave		Jackson	MI	49022	Gold Elite	Careismatic Brands, LLC	-
Others	Procurement Advisors LLC	3101 Tower Creek Parkway	Suite 250	Atlanta	GA	30339	By-Laws for the Procurement of Products	Careismatic Brands, LLC	-
Others	Procurement Advisors LLC	3101 Tower Creek Parkway	Suite 250	Atlanta	GA	30339	Supply Agreement	Careismatic Brands, LLC	-
Others	Procurement Advisors LLC	3101 Tower Creek Parkway	Suite 250	Atlanta	GA	30339	Affiliation Agreement	Careismatic Brands, LLC	-
Others	Procurement Advisors LLC	3101 Tower Creek Parkway	Suite 250	Atlanta	GA	30339	Affiliation Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Professional Apparel Co.	847 Main St		Battle Creek	MI	49014-4569	Diamond Elite	Careismatic Brands, LLC	-
Customer Contract	Professional Fashion	46 S Plaza Way		Cape Girardeau	MO	63703-5809	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Professional Fashion	46 S Plaza Way		Cape Girardeau	MO	63703-5809	Titanium Elite	Careismatic Brands, LLC	-
Customer Contract	Professional Servicewear, Inc.	3800 Quakerbridge Rd		Hamilton	NJ	08619	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Professional Servicewear, Inc.	3800 Quakerbridge Rd		Hamilton	NJ	08619	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Profoma Business World	684 W 2nd St		Hastings	NE	68901	Silver Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Project Scrubs	255341 Hwy 101		Port Angeles	WA	98362	Gold Elite	Careismatic Brands, LLC	-
Contractor Agreement	Prutt, Jon	85 NEWMAN PL		FAIRFIELD	CT	06825	Independent Sales Contractor Agreement, Effective 9/19/2011	Careismatic Brands, LLC	-
Customer Contract	Pur & Go Video Inc	128 Frontage Rd		Forest City	NC	28043-4358	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	QD Scrubs	3233 W Saginaw		Lansing	MI	48917	Titanium Elite	Careismatic Brands, LLC	-
Contractor Agreement	Quinn, Marie J.	550 Morse Avenue		Ridgefield	NJ	07657	Changes to Agreement	Careismatic Brands, LLC	-
Contractor Agreement	QUYEN, DO NGOC	60 Tran Phu Street, Chanh Nghia Ward	Thu Dau Mot city	Binh Duong province			Independent Contractor Agreement	Careismatic Brands, LLC	-
Service Agreement	Rackspace USA, Inc.	1 FANATICAL PL		WINDCREST	TX	78218	Service Order (Rackspace Master Service Agreement (MSA))	Careismatic Brands, LLC	5,837
Elite Retailer Agreement	Raley Medical Equipment	6465 S. Yale Ave, Suite 512		Tulsa	OK	74136	Diamond Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Rastine Inc.	610 7th St		Altoona	PA	16602	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	RC Uniforms	11173 Beach Blvd		Jacksonville	FL	32246	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Read's Uniforms & Shoes - Medical	4 Sweeten Creek Crossing		Asheville	NC	28803	Diamond Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Read Dot Uniform Shoppe	2603 Kratzen Lane		Fargo	ND	58103	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Regal Low Uniforms	7301 Stonecrest Concourse		Stonecrest	GA	30038	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Reina Uniform	9931-9935 Gidley St		El Monte	CA	91731	Titanium Elite	Careismatic Brands, LLC	-
Contractor Agreement	Reis, Thomas	4140 ROSE PARK DR		WEST LINN	OR	97068	Independent Sales Contractor Agreement, Effective 1/1/2006	Strategic Distribution, L.P.	-
Service Agreement	RENTOKIL NORTH AMERICA D/B/A RENTOKIL	PO BOX 371696		PITTSBURGH	PA	15259-7896	COMMERCIAL PEST MANAGEMENT MAINTENANCE AGREEMENT	Careismatic Brands, LLC	1,509
Lease	RICOH CANADA INC.	300-5200 EXPLORER DRIVE		MISSISSAUGA	ON	L4W 5L1	LEASE AGREEMENT	Silverts Adaptive, LLC	-
Elite Retailer Agreement	Rig Outfitters	1401 N Turner St Ste 6		Hobbs	NM	88240	Silver Elite	Careismatic Brands, LLC	-
Service Agreement	RINGCENTRAL, INC.	20 DAVIS DRIVE		BELMONT	CA	94002	Master Services Agreement	Careismatic Brands, LLC	-
Service Agreement	RINGCENTRAL, INC.	20 DAVIS DRIVE		BELMONT	CA	94002	RINGCENTRAL PROFESSIONAL SERVICES STATEMENT OF WORK	Careismatic Brands, LLC	-
Group Customer Contract	Rite Aid Headquarters Corp.	30 Hunter Lane		Camp Hill	PA	17011	Master Purchase Agreement	Careismatic Brands, LLC	-
Group Customer Contract	Rite Aid Headquarters Corp.	30 Hunter Lane		Camp Hill	PA	17011	Master Purchase Agreement	Careismatic Brands, LLC	-
Group Customer Contract	Rite Aid Headquarters Corp.	30 Hunter Lane		Camp Hill	PA	17011	Master Purchase Agreement	Careismatic Brands, LLC	-
Group Customer Contract	Rite Aid Headquarters Corp.	30 Hunter Lane		Camp Hill	PA	17011	Master Purchase Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	RJW Enterprises	221 Gatewood Dr		Alken	SC	29801	FIRST AMENDMENT TO MASTER PURCHASE AGREEMENT CAREISMATIC BRANDS	Careismatic Brands, LLC	-
Software Agreement	RKL ESOLUTIONS, LLC	1800 FRUITVILLE PIKE	P.O. BOX 8408	LANCASTER	PA	17604	Titanium Elite	Careismatic Brands, LLC	-
Software Agreement	RKL ESOLUTIONS, LLC	1800 FRUITVILLE PIKE	P.O. BOX 8408	LANCASTER	PA	17604	STATEMENT OF WORK #5000736-REV1	Careismatic Brands, LLC	-
Software Agreement	RKL ESOLUTIONS, LLC	1800 FRUITVILLE PIKE	P.O. BOX 8408	LANCASTER	PA	17604	STATEMENT OF WORK #500039	Careismatic Brands, LLC	-
Software Agreement	RKL ESOLUTIONS, LLC	1800 FRUITVILLE PIKE	P.O. BOX 8408	LANCASTER	PA	17604	STATEMENT OF WORK #8000041	Careismatic Brands, LLC	-
Contractor Agreement	ROBERT DREXEL KLEIN	2525 BROWN DR		FLOWER MOUND	TX	76022	Independent Sales Contractor Agreement, Effective 1/1/2003	Careismatic Brands, LLC	-
Contractor Agreement	Robert J. Blumenthal	777 NW 72 Avenue 3F19		Miami	FL	33126	Independent Sales Contractor Agreement, Effective 10/15/2001	Careismatic Brands, LLC	-
Elite Retailer Agreement	Roberts Medical Uniforms	1135 Commercial Ave SE		New Philadelphia	OH	44663-3802	Diamond Elite	Careismatic Brands, LLC	-
Professional Services	Robinlin LLC	450 Lexington Ave	4th Fl	New York	NY	10017	Contracting Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Rocky Brands	45 E Canal St		Nelsonville	OH	45764	Silver Elite	Careismatic Brands, LLC	-
Employment Agreement	Rossler, Scott	417 PINE AVE		EGG HARBOR TOWNSHIP	NJ	08234-7133	Compensation Plan Effective 1/1/2001	Careismatic Brands, LLC	-
Employment Agreement	Rossler, Scott	417 PINE AVE		EGG HARBOR TOWNSHIP	NJ	08234-7133	Compensation Plan Effective 1/1/2001	Careismatic Brands, LLC	-
Elite Retailer Agreement	Rogers Uniforms, LLC	700 W Third St		Williamsport	PA	17701-5616	Gold Elite	Careismatic Brands, LLC	-
Others	RON BELENO	10 DEAN PARK RD	UNIT 306	TORONTO	ON	M1B3G8	Retainer Agreement	Silverts Adaptive, LLC	-
Contractor Agreement	Ronald Jocelyn	Santo 15A, #74		Croix-des-Bouquets			Independent Contractor / Propriety Information / Assignment of Inventions Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Rose Allen Industries	222 3rd Ave SW		Cedar Rapids	IA	52404	Silver Elite	Careismatic Brands, LLC	-
Contractor Agreement	Ruthlin, Barry	401 CLEARVIEW CT		LAKE VILLA	IL	60046	Independent Sales Contractor Agreement, Effective 1/1/1999	Careismatic Brands, LLC	-
Elite Retailer Agreement	Ruth Linen	2142 NW 20th St Unit 5 & 6		Miami	FL	33142	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Ruth's Uniforms	2009 E Olive Rd		Pensacola	FL	32514	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Ryan Uniforms LLC	8507 Midlothian Tpke		Richmond	VA	23235	Titanium Elite	Careismatic Brands, LLC	-
Service Agreement	RYU LAW FIRM	915 WILSHIRE BOULEVARD	SUITE 1775	LOS ANGELES	CA	90017	Engagement Letter for Legal Representative	Careismatic Brands, LLC	-
Contractor Agreement	Saari, Jon K.	1388 NATIONAL RD	UNIT 9	WHEELING	WV	26003	Independent Sales Contractor Agreement, Effective 1/1/2004	Careismatic Brands, LLC	-
Contractor Agreement	Saari, Jon K.	1388 NATIONAL RD	UNIT 9	WHEELING	WV	26003	Independent Sales Contractor Agreement, Effective 1/1/2009	Careismatic Brands, LLC	-
Lease	Saddle Creek Corporation	3010 Saddle Creek Road		Lakeland	FL	33801	Amendment to Warehouse Services Agreement entered into on March 16, 2023	Careismatic Brands, LLC	-
Lease	Saddle Creek Corporation	3010 Saddle Creek Road		Lakeland	FL	33801	Statement of Work No. 1 dated as of September 21, 2021	AllHearts, LLC	-
Lease	Saddle Creek Corporation	3010 Saddle Creek Road		Lakeland	FL	33801	Master Warehouse Services Agreement entered into as of September 1, 2021	AllHearts, LLC	-
Software Agreement	Sage Software, Inc.	56 TECHNOLOGY DRIVE		IRVINE	CA	92618-2301	SAGE SOFTWARE, INC. CLIENTCARE SUPPORT AND MAINTENANCE AGREEMENT FOR ACUTY APPLICATIONS SOFTWARE	Careismatic Brands, LLC	-
Software Agreement	Sage Software, Inc.	56 TECHNOLOGY DRIVE		IRVINE	CA	92618-2301	ChentCare Support and Maintenance Agreement for Acuity Applications Software	Careismatic Brands, LLC	-
Elite Retailer Agreement	Sand Oak Uniforms & Embroidery	2616 Fondren Rd		Houston	TX	77063	Silver Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Sanders Uniforms	1570 Highway 1 South		Greenville	MS	38701-7000	Titanium Elite	Careismatic Brands, LLC	-
Contractor Agreement	Sands, Timothy	1465 WASHINGTON ST		EAST BRIDGEWATER	MA	02333-1624	Independent Sales Contractor Agreement, Effective 3/12/2006	Strategic Distribution, L.P.	-
Elite Retailer Agreement	Santa Rosa Uniforms And Career Apparel	1005 W College Ave		Santa Rosa	CA	95401-5029	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Savannah Kids Wear	818 E Derrene Ave		Savannah	GA	31405	Titanium Elite	Careismatic Brands, LLC	-
Contractor Agreement	Scotch Duds	410 SWAN BLVD		DEERFIELD	IL	60015	Independent Sales Contractor Agreement, Effective 3/12/2004	Careismatic Brands, LLC	-
Service Agreement	Scotiabank	720 KING ST WEST 2ND FL		TORONTO	ON	M5V2T3	Government Tax Payment & Filing Service Enrollment	Strategic Distribution, L.P.	-
Employment Agreement	SCOTT ROESSLER	417 PINE AVE		EGG HARBOR TOWNSHIP	NJ	08234-7133	COMPENSATION PLAN FOR SCOTT ROESSLER, EFFECTIVE 1/1/2001	Careismatic Brands, LLC	-
Customer Contract	Scottie's Scrubs & Staff, 614 Apparel	5800 Chantry Dr		Columbus	OH	43232	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrub Apparel Outlet	17688 Coastal Hwy		Lewes	DE	19658	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrub Bees	2100 N Wilmot Rd Ste 308		Tucson	AZ	85712-3051	Gold Elite	Careismatic Brands, LLC	-
Customer Contract	Scrub Dealer	7562 154th Rd N		Palm Beach Gardens	FL	33418	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrub Depot, Inc.	5828 Grape Rd		Marloweaka	IN	46546	Diamond Elite	Careismatic Brands, LLC	-
Customer Contract	Scrub Duds	1327 S Beckham Ave		Tyler	TX	75701	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrub Hub	393 E Main St Ste 6C		Hendersonville	TN	37075	Diamond Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrub Hub	393 E Main St Ste 6C		Hendersonville	TN	37075	Gold Elite	Careismatic Brands, LLC	-

Category	Contract Counterparty	Address 1	Address 2	CITY	STATE	ZIP	Contract Description	Legal Entity	Cure Amount
Elite Retailer Agreement	Scrub Hub	383 E Main St Ste 6C		Hendersonville	TN	37075	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrub Identity	4655 E 82nd Street		Indianapolis	IN	46220	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrub Jet	1023 Yellowstone Ave H		Pocahontas	ID	83201	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrub Loft	7511 Warden Rd		Shenwood	AR	72120	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrub Mart	2638 Main Street		Chula Vista	CA	91911	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrub Paradise LLC	2800 SW 24th Ave		Ocala	FL	34471	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrub Patrol	2595 E Missouri Ave		Las Cruces	NM	88011	Gold Elite	Careismatic Brands, LLC	-
Customer Contract	Scrub Shack	5256 Rt 30 Ste. 111		Greensburg	PA	15601	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrub Shack SC Inc	1239 D Burkemont Ave		Morganston	NC	28655	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrub Spot LLC	3707 Ellison Dr NW Ste H-1		Albuquerque	NM	87114	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrub Station	2440 North Hills St Ste 107		Mendham	MS	39305	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrub Warehouse LLC	2409 Main St		Rocky Hill	CT	06067	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrub World	PO Box 7157		Hazard	KY	41702	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrubility	13248 Hawthorne Blvd		Hawthorne	CA	90250-7001	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrubs & Beyond, LLC	12969 Manchester Rd		St. Louis	MO	63131	Private Brand Agreement	Krazy Kat Sportswear LLC	-
Elite Retailer Agreement	Scrubs & Beyond, LLC	12969 Manchester Rd		St. Louis	MO	63131	Private Brand Agreement	Med Couture, LLC	-
Purchase Agreement	SCRUBS & BEYOND, LLC	12969 Manchester Rd		St. Louis	MO	63131	Private Brand Agreement	Krazy Kat Sportswear LLC	-
Purchase Agreement	SCRUBS & BEYOND, LLC	12969 Manchester Rd		St. Louis	MO	63131	Private Brand Agreement	Med Couture, LLC	-
Customer Contract	Scrubs & Co	992 State Hwy 46 South Ste 101		New Braunfels	TX	78130	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrubs & Co	992 State Hwy 46 South Ste 101		New Braunfels	TX	78130	Diamond Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrubs & Duds	1223 E 10th St		Odessa	TX	79761	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrubs & More	19931 Hwy 6 Ste C		Manvel	TX	77578	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrubs & More	19931 Hwy 6 Ste C		Manvel	TX	77578	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrubs & More	19931 Hwy 6 Ste C		Manvel	TX	77578	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrubs & Silches	37011 Cook St Ste103		Palm Desert	CA	92211	Titanium Elite	Careismatic Brands, LLC	-
Customer Contract	Scrubs & Stuff, LLC	2687 Steelsburg Hwy		Cedar Bluff	VA	24609	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrubs & Stuff, LLC	2687 Steelsburg Hwy		Cedar Bluff	VA	24609	Silver Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrubs 101 Uniform Boutique	3707 Ross Clark Cir		Dothan	AL	36301	Titanium Elite	Careismatic Brands, LLC	-
Customer Contract	Scrubs 2 Go & More	1010 Seminole Dr #109		Fort Lauderdale	FL	33304-3201	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrubs 365	3684 A Pacific Ave		WVA	AL	36501	Gold Elite	Careismatic Brands, LLC	-
Customer Contract	Scrubs 4 All	3688A Airport Blvd		Mobile	AL	36608	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrubs 4 All	3688A Airport Blvd		Mobile	AL	36608	Diamond Elite	Careismatic Brands, LLC	-
Customer Contract	Scrubs 4 Less	7800 E State Rt 69 Ste B1		Prescott Valley	AZ	86314	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrubs 4 U	7800 E State Rt 69 Ste B1		Prescott Valley	AZ	86314	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrubs 4 U	12016 Lake Forest Dr Ste B		Laguna Hills	CA	92653	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrubs And Chefs Wear By Ann	1076 Eagles Landing Pkwy		Stockbridge	GA	30281-5012	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrubs Boutique and More LLC	210 Needmore Rd Ste E		Clarksville	TN	37041	Titanium Elite	Careismatic Brands, LLC	-
Customer Contract	Scrubs Boutique and More LLC	6301 NW Loop 410		San Antonio	TX	78238	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrubs By Benji	6301 NW Loop 410		San Antonio	TX	78238	Diamond Elite	Careismatic Brands, LLC	-
Customer Contract	Scrubs By Design	1104 Broadway Street		Emmettsburg	IA	50536	Silver Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrubs By Design	4817 SW 34th Street Ste: 1 & 2		Gainesville	FL	32608	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrubs By Pinque Lady	4817 SW 34th Street Ste: 1 & 2		Gainesville	FL	32608	Titanium Elite	Careismatic Brands, LLC	-
Customer Contract	Scrubs Cary	7736 E US Highway 36		Avon	IN	46123-7880	Gold Elite	Careismatic Brands, LLC	-
Customer Contract	Scrubs Cary	689 Cary Towne Blvd		Cary	NC	27511	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrubs Cary	689 Cary Towne Blvd		Cary	NC	27511	Diamond Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrubs Central	100 Pawnee Rd Suite A		Chillicothe	OH	45601	Titanium Elite	Careismatic Brands, LLC	-
Customer Contract	Scrubs Club	1307 Scotland Crossing Dr		Laurinburg	NC	28352	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrubs Club	1307 Scotland Crossing Dr		Laurinburg	NC	28352	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrubs Direct	8232 Menaud Blvd NE		Albuquerque	NM	87110	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrubs Elite	1005 Hwy 72 East		Cornith	MS	38834	Diamond Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrubs Etc.	1220 Pennsylvania Ave		Fort Worth	TX	76104	Diamond Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrubs Etc.	1220 Pennsylvania Ave		Fort Worth	TX	76104	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrubs Etc.	1220 Pennsylvania Ave		Fort Worth	TX	76104	Diamond Elite	Careismatic Brands, LLC	-
License Agreement	Scrubs Etc.	1220 Pennsylvania Ave		Fort Worth	TX	76104	E-Commerce Agreement	Strategic Distribution, L.P.	-
License Agreement	Scrubs Etc.	1220 Pennsylvania Ave		Fort Worth	TX	76104	E-Commerce Agreement	Strategic Distribution, L.P.	-
License Agreement	Scrubs Etc.	1220 Pennsylvania Ave		Fort Worth	TX	76104	E-Commerce Agreement	Strategic Distribution, L.P.	-
License Agreement	Scrubs Etc.	1220 Pennsylvania Ave		Fort Worth	TX	76104	E-Commerce Agreement	Strategic Distribution, L.P.	-
License Agreement	Scrubs Etc.	1220 Pennsylvania Ave		Fort Worth	TX	76104	E-Commerce Agreement	Strategic Distribution, L.P.	-
Elite Retailer Agreement	Scrubs Express	1008 Vestal Pkwy East		Vestal	NY	13850	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrubs Express	1008 Vestal Pkwy East		Vestal	NY	13850	Titanium Elite	Careismatic Brands, LLC	-
Customer Contract	Scrubs Express, LLC	843 Fairview Ave Ste A2		Bowling Green	KY	42101	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrubs Express, LLC	843 Fairview Ave Ste A2		Bowling Green	KY	42101	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrubs For Less	9261 Halls Ferry Rd		St. Louis	MO	63136	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrubs Galore	6051 Dale Dr Ste B		Marion	MS	39342	Silver Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrubs Galore N More	815 N 4th St Ste F		Longview	TX	75601	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrubs in a Tu	850 W Lugonia Ave		Redlands	CA	92374	Careismatic Brands, LLC	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrubs Infinite	499 New Brunswick Ave		Fords	NJ	08863	Silver Elite	Careismatic Brands, LLC	-
Customer Contract	Scrubs Los Angeles Inc	1040 E Walnut St		Pasadena	CA	91106	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrubs Los Angeles Inc	1040 E Walnut St		Pasadena	CA	91106	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrubs N Duds	9300 4th Street North		Saint Petersburg	FL	33702	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrubs n Essentials	2719 Reinhardt College Pkwy		Canton	GA	30114	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrubs N Extras	31141 Ternecca Pkwy Ste H4		Temecula	CA	92592	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrubs n Scopes	425 W Guadalupe #108		Gilbert	AZ	85233-3203	Titanium Elite	Careismatic Brands, LLC	-
Customer Contract	Scrubs N Stuff Inc	3993 Tyrone Blvd N Ste 202		Saint Petersburg	FL	33709-4106	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrubs N Stuff Inc	3993 Tyrone Blvd N Ste 202		Saint Petersburg	FL	33709-4106	Diamond Elite	Careismatic Brands, LLC	-
Customer Contract	Scrubs -n Tees	203 Tanger Blvd		Locust Grove	GA	30248-3640	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrubs -n Tees	203 Tanger Blvd		Locust Grove	GA	30248-3640	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrubs Nyack	1520 Palisades Center Drive		West Nyack	NY	10994	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrubs of Evans, LLC.	4158 Washington Rd Ste 7		Evans	GA	30809	Diamond Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrubs On Site	807 W 2nd St		Holden	MO	64040	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrubs on the Run	2100 Outlet Center Dr #340		Oxnard	CA	93036	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrubs Plus	21100 Dulles Town Cir Ste 280		Dulles	VA	20166	Gold Elite	Careismatic Brands, LLC	-
Customer Contract	Scrubs Plus LLC	214 E 6th St		Annisston	AL	36207	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrubs Plus LLC	214 E 6th St		Annisston	AL	36207	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrubs Plus LLC	214 E 6th St		Annisston	AL	36207	Titanium Elite	Careismatic Brands, LLC	-
Customer Contract	Scrubs Plus, Inc	811 South 500 West Ste 101		Bountiful	UT	84010	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrubs Plus, Inc	811 South 500 West Ste 101		Bountiful	UT	84010	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrubs PRN	6326 NW Barry Rd		Kansas City	MO	64154	Diamond Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrubs PRN	6326 NW Barry Rd		Kansas City	MO	64154	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrubs To The Rescue, LLC	8000 S Gessner Rd Ste 500		Houston	TX	77036	Gold Elite	Careismatic Brands, LLC	-
Customer Contract	Scrubs Unlimited, LLC	15990 118th Ave NW		Gig Harbor	WA	98329	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Customer Contract	Scrubs Unlimited, LLC	1600 Wayne Memorial Dr Ste A		Goldsboro	NC	27534	E-Commerce Agreement	Strategic Distribution, L.P.	-
Customer Contract	Scrubs Unlimited, LLC	1600 Wayne Memorial Dr Ste A		Goldsboro	NC	27534	E-Commerce Agreement	Strategic Distribution, L.P.	-
Customer Contract	Scrubs Unlimited, LLC	1600 Wayne Memorial Dr Ste A		Goldsboro	NC	27534	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrubs Unlimited, LLC	1600 Wayne Memorial Dr Ste A		Goldsboro	NC	27534	Diamond Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrubs Unlimited, LLC	1600 Wayne Memorial Dr Ste A		Goldsboro	NC	27534	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrubs Unlimited, LLC	1600 Wayne Memorial Dr Ste A		Goldsboro	NC	27534	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrubsies Uniform Supply LLC	1600 Wayne Memorial Dr Ste A		Goldsboro	NC	27534	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrubsies-n-more	414 Wallace Ct		Richmond	KY	40475	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrubsies-n-more	4649 Hardy Street		Hattiesburg	MS	39402	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrubstastic of Tennessee	2686 Kirby Whitten Ste 107		Memphis	TN	38133	Diamond Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrubtopia Plus	1730 Brancost Dr		Bryan	TX	77802	Silver Elite	Careismatic Brands, LLC	-
Customer Contract	Seacost Embroidery	684 Hanes Mall Blvd		Winston Salem	NC	27103	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Customer Contract	Seacost Embroidery	5893 South Congress Ave		Atlanta	GA	33462	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Consulting Agreement	SEAN FRADY	4511 HUNTWOOD HILL LN		KATY	TX	77494	Independent Contractor Agreement	Careismatic Brands, LLC	-
Contractor Agreement	SEAN RENET	7803 KELVIN AVE		WINNETKA	IL	91306	STATEMENT OF WORK NO. 1 BETWEEN STRATEGIC PARTNERS INC. AND	Careismatic Brands, LLC	-
Contractor Agreement	SECOND CITY Sales, Inc.	7446 E BUCKHORN TRL		SCOTTSDALE	AZ	85266	SEAN RENET, DATED 11/5/2018	Careismatic Brands, LLC	-
Software Agreement	Sellers Commerce LLC	5600N, RIVER RD	SUITE 800	ROSEMONT	IL	60018	Independent Sales Contractor Agreement, Effective 6/1/2010	Careismatic Brands, LLC	-
Software Agreement	Sellers Commerce LLC	5600N, RIVER RD	SUITE 800	ROSEMONT	IL	60018	MASTER AGREEMENT FOR B2C-SMARTSTORES PLATFORM AND B2B	Careismatic Brands, LLC	-
Software Agreement	Sellers Commerce LLC	5600N, RIVER RD	SUITE 800	ROSEMONT	IL	60018	PROGRAM MANAGER PLATFORM	Careismatic Brands, LLC	-
Software Agreement	Sellers Commerce LLC	5600N, RIVER RD	SUITE 800	ROSEMONT	IL	60018	Professional Services Bulk Buy-out of Hours	Careismatic Brands, LLC	-
Software Agreement	Sellers Commerce LLC	5600N, RIVER RD	SUITE 800	ROSEMONT	IL	60018	AGREEMENT FOR SERVICES	Careismatic Brands, LLC	-
Software Agreement	Sellers Commerce LLC	5600N, RIVER RD	SUITE 800	ROSEMONT	IL	60018	AGREEMENT FOR LICENSE AND MONTHLY MANAGEMENT	Careismatic Brands, LLC	-
Software Agreement	Sellers Commerce LLC	5600N, RIVER RD	SUITE 800	ROSEMONT	IL	60018	MedCouture Project	Careismatic Brands, LLC	-

Category	Contract Counterparty	Address 1	Address 2	CITY	GA	STATE	ZIP	Contract Description	Legal Entity	Cure Amount
Software Agreement	Sellers Commerce LLC	5600N, RIVER RD	SUITE 800	ROSEMONT	IL		60018	MASTER AGREEMENT FOR B2C SMART STORES PLATFORM AND B2B	Careismatic Brands, LLC	-
Elite Retailer Agreement	Serendipity Uniforms	5085 Virginia Loop Rd		Montgomery	AL		36116-5634	PROGRAM MANAGER PLATFORM	Careismatic Brands, LLC	-
License Agreement	SESAME WORKSHOP	1900 BROADWAY		NEW YORK	NY		10023	LICENSEE	Careismatic Brands, LLC	-
License Agreement	SESAME WORKSHOP	1900 BROADWAY		NEW YORK	NY		10023	LICENSE AGREEMENT SESAME STREET	Careismatic Brands, LLC	-
License Agreement	SESAME WORKSHOP	1900 BROADWAY		NEW YORK	NY		10023	3-Year Renewal Agreement	Careismatic Brands, LLC	-
License Agreement	Sesame Workshop LLC	One Lincoln Plaza		New York	NY		10023	Renewal and Amendment to Agreement dated 7/1/2019	Careismatic Brands, LLC	-
Contractor Agreement	Shaffer, Michael	193 COURTLAND		HOLLISTON	MA		01746	Independent Sales Contractor Agreement, Effective 8/23/1999	Careismatic Brands, LLC	-
Contractor Agreement	Shaffer, Michael	193 COURTLAND		HOLLISTON	MA		01746	Independent Sales Contractor Agreement, Effective 8/23/1999	Careismatic Brands, LLC	-
Contractor Agreement	Shaffer, Michael	193 COURTLAND		HOLLISTON	MA		01746	Independent Sales Contractor Agreement, Effective 8/23/1999	Careismatic Brands, LLC	-
Purchase Agreement	Sharp Electronics Corp	100 PARAGON DR		MONTVALE	NJ		07645	Contract # 8020128189	Careismatic Brands, LLC	-
Elite Retailer Agreement	Simply Scrubs	777 Alpha Dr		Highland Heights	OH		44143	Silver Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Signature Uniforms	1130 Geronimo Dr #1		El Paso	TX		79925	Titanium Elite	Careismatic Brands, LLC	-
Intercompany Agreement	Silverts Adaptive, LLC	9800 De Soto Ave		Chatsworth	CA		91311	Operating Agreement of Silverts Adaptive, LLC	Careismatic Brands, LLC	-
Intercompany Agreement	Silverts Adaptive, LLC	9800 De Soto Ave		Chatsworth	CA		91311	Operating Agreement of Silverts Adaptive, LLC	Careismatic Brands, LLC	-
Customer Contract	Simply Scrubs	802 S Peterson Ave Ste E		Douglas	GA		31533-5210	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Simply Scrubs	802 S Peterson Ave Ste E		Douglas	GA		31533-5210	Diamond Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Simply Scrubs of Florida, Inc.	2751 Enterprise Rd Ste 115		Orange City	FL		32763	Diamond Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Simply Uniforms ASSOCIATES, LP	5036 Goodman Rd Ste 112		Olive Branch	MS		38654	Gold Elite	Careismatic Brands, LLC	-
Customer Contract	Sloms Professional Uniforms	1125 Old York Rd		Abington	PA		19001-1917	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Sloms Professional Uniforms	1125 Old York Rd		Abington	PA		19001-1917	Titanium Elite	Careismatic Brands, LLC	-
Service Agreement	SMART ACTION COMPANY, LLC	300 CONTINENTAL BLVD STE 350		EL SEGUNDO	CA		90245	SMARTACTION AGREEMENT FOR STRATEGIC PARTNERS 11/24/2010	Careismatic Brands, LLC	2,000
License Agreement	Smart Action	10550 NE 8th ST #1300		BELLEVUE	WA		98004	Order #1249979	Careismatic Brands, LLC	-
Elite Retailer Agreement	Something Else Inc	5552 US Hwy 29 N		Blairs	VA		24527	Silver Elite	Careismatic Brands, LLC	-
Insurance Agreement	SOMPO International	1221 Ave of Americas		New York	NY		10020	Excess Liability Binder	CBI Parent, L.P.	-
Elite Retailer Agreement	South Texas Uniform	21145 N 10th St		McAllen	TX		78501	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Southern Scrubs, LLC	2904 North Ashley Street		Valdosta	GA		31602	Gold Elite	Careismatic Brands, LLC	-
Customer Contract	SP Uniforms Corp	986 W Vernon		Los Angeles	CA		90037	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	SP Uniforms Corp	986 W Vernon		Los Angeles	CA		90037	Titanium Elite	Careismatic Brands, LLC	-
Consulting Agreement	SPHERE PARTNERS LLC	1119 COLORADO AVE		SANTA MONICA	CA		90401	Consulting Services Agreement	Careismatic Brands, LLC	-
Consulting Agreement	SPHERE PARTNERS LLC	1119 COLORADO AVE		SANTA MONICA	CA		90401	STATEMENT OF WORK #2022-106-CARRB	Careismatic Brands, LLC	-
Elite Retailer Agreement	St. John's Uniforms & More	1111 N Dixie Hwy # 15		Elizabethtown	KY		42701-2764	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Star Uniforms	4324 SW 45th Ave		Amarillo	TX		79109	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Star Uniforms of Central Illinois, LLC	503 N. Prospect Rd. Suite 109		Bloomington	IL		61704	Titanium	Careismatic Brands, LLC	-
Elite Retailer Agreement	Stats	119 1st St		Grenada	MS		38901-2615	Silver Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Steele Uniforms & Accessories	1305 E Broad Ave Ste 3		Rockingham	NC		28379	Gold Elite	Careismatic Brands, LLC	-
Service Agreement	STERNE OLE INC. - SHRED IT	1000 CONCORD DRIVE		NMCKOPARK	CA		93021	PURCHASE SERVICE AGREEMENT EFFECTIVE DATE 5/25/2021	Careismatic Brands, LLC	1,004
Employment Agreement	Steve Davis	111 Arabian Road		Schwensville	PA		19426	Directorship	CBI Parent, L.P.	-
Consulting Agreement	Steven Land	900 BRIDGEWATER CT		NASHVILLE	TN		37221	Independent Sales Contractor Agreement	Careismatic Brands, LLC	-
Customer Contract	Stitch-N-Print	3660 S Del Mar Blvd Ste 5		Laredo	TX		78041	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Intercompany Agreement	Strategic General Partners, LLC	14001 W State Hwy 29 #102		Liberty Hill	TX		78642	Limited Liability Company Agreement of Strategic General Partners, LLC	Careismatic Brands, LLC	-
Intercompany Agreement	Strategic General Partners, LLC	14001 W State Hwy 29 #102		Liberty Hill	TX		78642	Limited Liability Company Agreement of Strategic General Partners, LLC	Careismatic Brands, LLC	-
Intercompany Agreement	Strategic Partners Holdings, Inc.	1119 Colorado Ave		Santa Monica	CA		90401	Limited Liability Company Agreement of Strategic Partners Midco, LLC	Strategic Partners Midco, LLC	-
Intercompany Agreement	Studio Scrubs, LLC	9800 De Soto Ave		Chatsworth	CA		91311	Limited Liability Company Agreement of Pacima Limited, LLC	Pacima Limited, LLC	-
Elite Retailer Agreement	Studio Scrubs, LLC	8-4 Elm Grove Crossing Mall		Wheeling	WV		26003	Titanium Elite	Careismatic Brands, LLC	-
Others	Sugar Hill Digital LLC	1515 E. 15th Street		Los Angeles	CA		90021	Trademark Assignment Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Sunshine Medical Uniforms	902 Brooklyn Ave		San Antonio	TX		78215	Diamond Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Superior Scrubs	47 Highland Pavilion Ct Ste 103		Hiram	GA		30141	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Surgical & Hospital Supplies	276 Gabasse Street		Houma	LA		70360	Titanium Elite	Careismatic Brands, LLC	-
Service Agreement	SUZAN NGUYENING	15811 S ALLEY COURT		HOUSTON	TX		77082	Retainer Agreement	Silverts Adaptive, LLC	-
Elite Retailer Agreement	Sweetwater Scrubs, Inc.	395 New Hwy 68		Sweetwater	TN		37874	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Swift Uniforms	7005 Woodway Dr Ste 205-206		Woodway	TX		76172	Titanium Elite	Careismatic Brands, LLC	-
Service Agreement	SYNERGY ENVIRONMENTAL SERVICES, LLC	PO BOX 1217		HURST	TX		76053	HVAC PLANNED SERVICE AGREEMENT	Careismatic Brands, LLC	828
Service Agreement	SYNERGY ENVIRONMENTAL SERVICES, LLC	PO BOX 1217		HURST	TX		76053	HVAC Planned Services Agreement	Careismatic Brands, LLC	-
Service Agreement	SYNERGY ENVIRONMENTAL SERVICES, LLC	PO BOX 1217		HURST	TX		76053	HVAC Planned Services Agreement	Careismatic Brands, LLC	-
Service Agreement	SYNERGY ENVIRONMENTAL SERVICES, LLC	PO BOX 1217		HURST	TX		76053	HVAC PLANNED SERVICE AGREEMENT	Careismatic Brands, LLC	-
Service Agreement	SYNERGY ENVIRONMENTAL SERVICES, LLC	PO BOX 1217		HURST	TX		76053	NEW HVAC PLANNED SERVICES AGREEMENT	Careismatic Brands, LLC	-
Customer Contract	T & M Outlet	1758 S Fayetteville St		Asheboro	NC		27205	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	T & M Outlet	1758 S Fayetteville St		Asheboro	NC		27205	Diamond Elite	Careismatic Brands, LLC	-
Software Agreement	TAGGER MEDIA, INC.	2001 WILSHIRE BLVD STE 301		SANTA MONICA	CA		90403	Saas Order Form	Careismatic Brands, LLC	-
Elite Retailer Agreement	TBG Uniform Store	5606 Church Ave		Brooklyn	NY		11203	Gold Elite	Careismatic Brands, LLC	-
Service Agreement	TCA TERRACARE ASSOCIATES, LP	2433 MERRELL RD		DALLAS	TX		75229	LANDSCAPE MAINTENANCE AGREEMENT	Strategic Distribution, L.P.	-
Service Agreement	TCA TERRACARE ASSOCIATES, LP	2433 MERRELL RD		DALLAS	TX		75229	LANDSCAPE MAINTENANCE AGREEMENT	Strategic Distribution, L.P.	-
Elite Retailer Agreement	TCS Uniforms, LLC	361 Hwy 5 N		Mountain Home	AR		72653	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	TCS Uniforms	2715 N State St		Jackson	MS		39216	Diamond Elite	Careismatic Brands, LLC	-
Consulting Agreement	TECHMEDICS	527 WEST SEVENTH STREET	SUITE 500	LOS ANGELES	CA		90014	PROCARE SERVICE LEVEL AGREEMENT	Careismatic Brands, LLC	3,405
Service Agreement	TECHMEDICS	527 WEST SEVENTH STREET	SUITE 500	LOS ANGELES	CA		90014	PROCARE ADDENDUM MANAGEDCARE SERVICE LEVEL AGREEMENT	Careismatic Brands, LLC	-
Elite Retailer Agreement	Teddy Inc	2721 Tamianni Trail # B		Port Charlotte	FL		33952	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Temptation Uniforms	38540 Ramada Dr A-1b		Paso Robles	CA		93446	Gold Elite	Careismatic Brands, LLC	-
Employment Agreement	Tegner, Harvey L	11 Fifth Avenue	Apt 8-L	New York	NY		10003	Disinterested Directorship Appointment	CBI Parent, L.P.	-
Customer Contract	The Care Shop	1337 S Grand Blvd		Spokane	WA		99022	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Others	THE DAISY FOUNDATION	6529 ALMDA VISTA PL		ANACORTES	CA		98221	PARTNERSHIP AGREEMENT	Careismatic Brands, LLC	-
License Agreement	THE EARNEST ANALYTICS COMPANY	43 West 24th Street, Floor 5		New York	NY		10010	Licensing Agreement dated 6/30/2023	Careismatic Brands, LLC	-
Service Agreement	The Grauer Group LLC	935 TRENTLE CT		CHARLOTTE	NC		28211	VENDOR AGREEMENT	Careismatic Brands, LLC	-
Customer Contract	The Health Company	Calle 24th #5C	43 Cali	Valle				The Health Company	Careismatic Brands, LLC	-
Customer Contract	The Health Company	Calle 24th #5C	43 Cali	Valle				Columbia Distributor Agreement	Careismatic Brands, LLC	-
Customer Contract	The Health Company	Calle 24th #5C	43 Cali	Valle				Columbia Distributor Agreement	Careismatic Brands, LLC	-
Customer Contract	The Image Group	1255 Corporate Dr		Holland	OH		43528	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	The Nidion Shop	115 E County Road		Thomaston	GA		30286	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	The Outlet	9150 Reseda Blvd		Northridge	CA		91324	Gold Elite	Careismatic Brands, LLC	-
Service Agreement	The Parker Avery Group	3225 Shallowford Rd Ste 310		Marietta	GA		30062	SOW for Logility Implementation dated February 12, 2024	Careismatic Brands, LLC	-
Service Agreement	The Parker Avery Group	3225 Shallowford Rd Ste 310		Marietta	GA		30062	SOW for Logility Implementation dated February 12, 2024	Careismatic Brands, LLC	-
License Agreement	THE POKEMON COMPANY INTERNATIONAL, INC.	10400 NE 4TH STREET	SUITE 2800	BELLEVUE	WA		98004	Merchandise License Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	The Scrub Boutique Ltd	2040 Cortes Ave		Neptune City	NJ		07753	Silver Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	The Scrub Closet, LLC.	1292 Thompson Bridge Rd		Gainesville	FL		30501	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	The Scrub Club	8527 E State Road 70		Bradenton	FL		34202	Diamond Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	The Scrub Connection	3037 Market Street		Saneca	SC		29678	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	The Scrub Hub	1506 West Beebe Capps Expressway		Searcy	AR		72143	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	The Scrub Hub, LLC	19033 US Route 11		Watertown	NY		13601	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	The Scrub Shop	6882 US Hwy 90 Ste 4		Daphne	AL		36526	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	The Uniform Shoppe	2150 N Main St		North Logan	UT		84341	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	The Uniform Shoppe	2150 N Main St		North Logan	UT		84341	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	The Scrub Zone	420 Hwy 51 N		Brookhaven	MS		39601-3656	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	The Uniform Connection	1150 E 700 S Ste 2		St George	UT		84798	Gold Elite	Careismatic Brands, LLC	-
Customer Contract	The Uniform Company	1801 Lincoln Way Ste 6		Coeur d'Alene	ID		83814	Gold Elite	Careismatic Brands, LLC	-
Customer Contract	The Uniform Connection	5740 Old Cheney Rd Ste 1		Lincoln	NE		68516-3586	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Customer Contract	The Uniform Connection	5740 Old Cheney Rd Ste 1		Lincoln	NE		68516-3586	Titanium Elite	Careismatic Brands, LLC	-
Customer Contract	The Uniform House	125 S Winstead Ave		Rocky Mount	NC		27804-2534	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	The Uniform House	125 S Winstead Ave		Rocky Mount	NC		27804-2534	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	The Uniform House	125 S Winstead Ave		Rocky Mount	NC		27804-2534	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	The Uniform Shop	125 S Winstead Ave		Rocky Mount	NC		27804-2534	Titanium Elite	Careismatic Brands, LLC	-
Customer Contract	The Uniform Shoppe	4679 Dressler Rd NW		Canton	OH		44718	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	The Uniform Shoppe	4679 Dressler Rd NW		Canton	OH		44718	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	The Uniform Shop	30 Germantown Rd		Danbury	CT		06810-5033	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	The Uniform Shop	30 Germantown Rd		Danbury	CT		06810-5033	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	The Uniform Shop	30 Germantown Rd		Danbury	CT		06810-5033	Silver Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	The Uniform Shoppe Of Pikeville, Inc.	70 Hillcrest Hts		Pikeville	KY		41501	Titanium Elite	Careismatic Brands, LLC	-
Customer Contract	The Uniform Source	1032-E Vann Drive		Jackson	MS		39305	E-Commerce Agreement	Strategic Distribution, L.P.	-
Customer Contract	The Uniform Source	1032-E Vann Drive		Jackson	MS		39305	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	The Uniform Source	1032-E Vann Drive		Jackson	MS		39305	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	The Uniform Spot	627 South Houston Lake Road Suite 112		Warner Robins	GA		31088	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	The Uniform Stop	1120 N Duck Ste F		Stillwater	OK		74075-3648	Titanium Elite	Careismatic Brands, LLC	-
Customer Contract	The Uniform Stop	1018 Main St		Neodesha	KS		66757	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-

Category	Contract Counterparty	Address 1	Address 2	CITY	STATE	ZIP	Contract Description	Legal Entity	Cure Amount
Elite Retailer Agreement	The Uniform Store	1018 Main St		Neodesha	KS	66757	Silver Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	The Uniform Store	1018 Main St		Neodesha	KS	66757	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	The Uniform Store Lic	6767 Dublin Center Drive		Dublin	OH	43017	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	The Uniform Supertore Inc	555 Alameda Mall #706		Houston	TX	77075	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	The Working Feet	1950 Manhattan Blvd		Harvey	LA	70056-3881	Silver Elite	Careismatic Brands, LLC	-
Contractor Agreement	The Yes Group	1201 Mendota Heights Road		Minneapolis	MN	55120	Principal/Representative Group Agreement	Careismatic Brands, LLC	-
Customer Contract	Theo's Niche Scrub Shop	3769 Fort St		Lincoln Park	MI	48146	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Theo's Niche Scrub Shop	3769 Fort St		Lincoln Park	MI	48146	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Thrifty Home Medical	226 E Main St		Olney	IL	62450	Gold Elite	Careismatic Brands, LLC	-
Consulting Agreement	TIMARA LINK	3917 OAKDALE AVENUE		PASADENA	CA	91107	Independent Contractor/Proprietary Information/Assignment of Inventions	Careismatic Brands, LLC	3,866
Elite Retailer Agreement	TMC Socials & More	TMC Socials #105		Houston	TX	77030	Agreement	Careismatic Brands, LLC	-
Customer Contract	Today's Uniforms	58 N Williams St		Crystal Lake	IL	60014	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Today's Uniforms	58 N Williams St		Crystal Lake	IL	60014	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Tom & Jerry's Home	620 Kristi Lane		Conneville	VA	15425-2405	Silver Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Tops Uniforms, Inc.	1742 Herling Village Dr		Rock Hill	SC	29732	Titanium Elite	Careismatic Brands, LLC	-
Consulting Agreement	TORIN REA	21021 N 56TH STREET	APT. 2102	PHOENIX	AZ	85054	Independent Contractor/Proprietary Information/Assignment of Inventions	Careismatic Brands, LLC	-
Elite Retailer Agreement	Total Scrubs, LLC	101 North 1200 East Suite A3		Lehi	UT	84043	Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Total Sportswear Company	25928 Western Ave		Harbor City	CA	90710	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Total Uniforms	1301 W 34th St		Austin	TX	78705	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Trademark Uniforms, Inc	2011 W 45th St		Sioux Falls	SD	57105	Titanium Elite	Careismatic Brands, LLC	-
Service Agreement	TRANSPORTATION INSIGHT, LLC	310 MAIN AVENUE WAY, SE		HICKORY	NC	28602	Diamond Elite	Careismatic Brands, LLC	-
Insurance Agreement	TRAVELERS	ONE TOWER SQUARE		HARTFORD	CT	06183	MASTER TRANSPORTATION MANAGEMENT SERVICES AGREEMENT	AllHearts, LLC	-
Insurance Agreement	TRAVELERS	ONE TOWER SQUARE		HARTFORD	CT	06183	Commercial Insurance	Careismatic Brands, LLC	-
Insurance Agreement	TRAVELERS	ONE TOWER SQUARE		HARTFORD	CT	06183	Commercial Insurance	Careismatic Brands, LLC	-
Elite Retailer Agreement	Trends SNJ Inc	2201 S I-35E S14-B		HARTFORD	CT	06205	Workers Comp & Employers Liability Insurance, Policy Number 1/1/2025	CBJ Parent, L.P.	-
Elite Retailer Agreement	Tri County Uniforms	122 Rodgers Blvd		Denton	TX	76205	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Tri-parish	947 Creswell Lane		Chieffand	FL	32626-1106	Silver Elite	Careismatic Brands, LLC	-
Customer Contract	Tri-parish	268 Boston Turnpike		Opelousas	LA	70570	Silver Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Tuff Wear	620 N Escondido Blvd		Shrewsbury	MA	01545-2639	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Consulting Agreement	Two Sons Productions	516 SOLAR NW		Escondido	CA	92025	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Uniform Boutique	7513 Huntington Plaza Ste 1		ALBUQUERQUE	NM	87107	Independent Contractor Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Uniform Carousell	2216 Veterans Blvd		Huntington	PA	15652	Diamond Elite	Careismatic Brands, LLC	-
Customer Contract	Uniform Center	1118 N 3rd St		Dublin	CA	95021	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Uniform Center	1118 N 3rd St		Bismarck	ND	58501	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
License Agreement	Uniform Concepts	428 OLD YORK RD		Bismarck	ND	58501	Diamond Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Uniform Connection	2123 E Edgewood Dr		Bismarck	ND	58501	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Uniform Connection	2123 E Edgewood Dr		JENKINTOWN	PA	19046	E-Commerce Agreement	Strategic Distribution, L.P.	-
Elite Retailer Agreement	Uniform Den, Inc.	2243 Colonial Ave SW		Lakeland	FL	33803-3640	Gold Elite	Careismatic Brands, LLC	-
Customer Contract	Uniform Express	1309 5th Ave		Lakeland	FL	33803-3640	Silver Elite	Careismatic Brands, LLC	-
License Agreement	Uniform Fashion Outlet	333 Clark's Pond Pkwy Ste 9		Roseland	VA	24015	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Uniform Fashions	2378-G Corporation Parkway		Moline	IL	61265-1333	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Uniform Headquarters	2002 McFarland Blvd		South Portland	ME	04106-2409	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Customer Contract	Uniform Junction	455 S. 31st Street		Burlington	NC	27215	E-Commerce Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Uniform Junction	2740 Gray Fox Ste A		Tuscaloosa	AL	35404-3839	Silver Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Uniform Kingdom	8240 Van Nuys Blvd		Paducah	KY	42001	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Uniform Kingdom of NM, LLC	910 San Juan Blvd		Monroe	NC	28110	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Uniform Mart	1387 S Babcock St		Monroe	NC	28110	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Uniform Outfitters, Inc	1106 N John Young Pkwy		Panorama City	CA	91402	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Uniform Professionals	2734 Rte 26		Farmington	NM	87401	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Uniform Shop	210 Morehead Plaza		Melbourne	FL	32901-3068	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Uniform Shoppe	2950 Market St		Melbourne	FL	32901-3068	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Uniform Shoppe Inc	10503 N May Ave		Kissimmee	FL	34741	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Uniform Source, LLC	2141 Cobb Pkwy NW		Cincinnati	NY	13049-9669	Titanium Elite	Careismatic Brands, LLC	-
Customer Contract	Uniform Specialists of Katy	22129 Katy Fwy		Morehead	KY	40351	Gold Elite	Careismatic Brands, LLC	-
Customer Contract	Uniform Specialists of Katy	22129 Katy Fwy		Morehead	KY	40351	Titanium Elite	Careismatic Brands, LLC	-
Customer Contract	Uniform Specialists of Katy	405 Stevens St		Morehead	KY	40351	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Uniform Store	2022 Hwy 45 N		Pascagoula	MS	39567-5163	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Uniform Unlimited	850 Prince Ave		Oklahoma City	OK	73125-2611	Titanium Elite	Careismatic Brands, LLC	-
Customer Contract	Uniform Village Inc	1623 Eastern Pkwy		Kennesaw	GA	30152	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Uniform Works	113 E 12th St		Katy	TX	77450	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Uniform Works	113 E 12th St		Katy	TX	77450	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Uniform World Inc	12225 Greenville Ave #120		Geneva	IL	60134	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Uniform Zone	1000 West Oaks Mall Ste 102		Columbus	MS	39705	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Uniform-T	1000 West Oaks Mall Ste 102		Athens	GA	30606-2724	Titanium Elite	Careismatic Brands, LLC	-
Customer Contract	Uniformity	1140 West State Rd 434 Ste 100		Schenectady	NY	12309-6011	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Uniformity	1140 West State Rd 434 Ste 100		Schenectady	NY	12309-6011	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Uniformity Inc	1140 West State Rd 434 Ste 100		Tifton	GA	31794	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Uniformland	23360 Valencia Blvd #F		Tifton	GA	31794	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Uniformly Fit	3510 Ryan St		Sarasota	FL	34231	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Uniformly Yours	103 Beverly Pkwy		Dallas	TX	75243	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Uniformly Yours, Inc	115 Messier St		Houston	TX	77082	Titanium Elite	Careismatic Brands, LLC	-
Customer Contract	Uniforms & More	1930 N Jefferson		Houston	TX	77082	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Uniforms & More	1930 N Jefferson		Jacksonville	FL	32218	Diamond Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Uniforms 2 U	1846 Burgreen Rd		Longwood	FL	32750-5104	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Uniforms and Beyond, LLC	1672 N Delisea Drive		Longwood	FL	32750-5104	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Uniforms By Julie	2007 Palmyra Rd		Longwood	FL	32750-5104	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Uniforms by Mickie	2331 NW Federal Hwy		Boise	ID	83704-4406	Diamond Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Uniforms Etc.	9490 Airline Hwy# A		Valencia	CA	91355	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Uniforms Etc.	637 1st St		Lake Charles	LA	70605	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Uniforms Etc.	637 1st St		Pensacola	FL	32505-2618	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Uniforms Etc.	637 1st St		Laconia	NH	03246-2723	Gold Elite	Careismatic Brands, LLC	-
Customer Contract	Uniforms for America	3740 Woodruff Rd		Huntington	N	46750	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Customer Contract	Uniforms for America	3740 Woodruff Rd		Huntington	N	46750	Titanium Elite	Careismatic Brands, LLC	-
Customer Contract	Uniforms for America	3740 Woodruff Rd		Madison	AL	35756	Titanium Elite	Careismatic Brands, LLC	-
Customer Contract	Uniforms for America	3740 Woodruff Rd		Vineand	GA	08360	Silver Elite	Careismatic Brands, LLC	-
Customer Contract	Uniforms Hawaii	650 Inlet Rd #115		Albany	NJ	31701-1322	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Uniforms N More	11408 E. Sprague Ave		Shurt	FL	34994	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Uniforms N More Corp	308 Alameda Mall		Baton Rouge	LA	70815	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Uniforms Northwest	901 Summitview Ave Ste 110		LaSalle	IL	61301	Gold Elite	Careismatic Brands, LLC	-
Customer Contract	Uniforms Plus	316 W Roosevelt Blvd		LaSalle	IL	61301	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Uniforms Plus	316 W Roosevelt Blvd		LaSalle	IL	61301	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Uniforms Plus	316 W Roosevelt Blvd		LaSalle	IL	61301	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Uniforms Plus	316 W Roosevelt Blvd		LaSalle	IL	61301	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Uniforms PRN	615 Washington Square Mall		Columbus	GA	31904	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Customer Contract	Uniforms Unlimited	118 South Blvd		Columbus	GA	31904	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Uniforms Unlimited	118 South Blvd		Columbus	GA	31904	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Uniforms Unlimited	118 South Blvd		Columbus	GA	31904	Titanium Elite	Careismatic Brands, LLC	-
Customer Contract	Uniforms, Etc., LLC	480-A North Sam Houston Blvd		Columbus	GA	31904	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Uniforms, Etc., LLC	480-A North Sam Houston Blvd		Honolulu	HI	96817	Silver Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Uniformz, LLC	408-A North Sam Houston Blvd		Spokane Valley	WA	99036	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Union Medical Supply	655 E Main St		Bridgeport	CT	06606	Titanium Elite	Careismatic Brands, LLC	-
Service Agreement	United Parcels Service, Inc.	2525 Merrel Road		Lake Butler	TX	32054-1352	Silver Elite	Careismatic Brands, LLC	-
				Dallas	TX	75229	Carrier Agreement	Krazy Kat Sportswear LLC	-

Category	Contract Counterparty	Address 1	Address 2	CITY	STATE	ZIP	Contract Description	Legal Entity	Cure Amount
Service Agreement	United Parcels Service, Inc.	2925 Merrel Road		Dallas	TX	75229	Carrier Agreement	Strategic Distribution, L.P.	-
Service Agreement	United Parcels Service, Inc.	2925 Merrel Road		Dallas	TX	75229	Carrier Agreement	AllHearts, LLC	-
Service Agreement	United Parcels Service, Inc.	2925 Merrel Road		Dallas	TX	75229	Addendum to Carrier Agreement	Careismatic Brands, LLC	-
Service Agreement	United Parcels Service, Inc.	2925 Merrel Road		Dallas	TX	75229	ADDENDUM STRATEGIC PARTNERS AND UNITED PARCEL SERVICE, INC.		-
Service Agreement	United Parcels Service, Inc.	2925 Merrel Road		Dallas	TX	75229	CARRIER AGREEMENT	Careismatic Brands, LLC	-
Service Agreement	United Parcels Service, Inc.	2925 Merrel Road		Dallas	TX	75229	Addendum to Carrier Agreement	Careismatic Brands, LLC	-
Service Agreement	United Parcels Service, Inc.	2925 Merrel Road		Dallas	TX	75229	Carrier Agreement	Careismatic Brands, LLC	-
Service Agreement	United Parcels Service, Inc.	2925 Merrel Road		Dallas	TX	75229	Carrier Agreement	Careismatic Brands, LLC	-
Customer Contract	Customer 02d Ave	4620 2nd Ave		Brooklyn	NY	11232	Carrier Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	United Uniforms	4620 2nd Ave		Brooklyn	NY	11232	Titanium Elite	Careismatic Brands, LLC	-
Customer Contract	United Uniforms / Sew Shore	3845 Back Blvd Ste 809-810		Naples	FL	34114	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	United Uniforms / Sew Shore	3845 Back Blvd Ste 809-810		Naples	FL	34114	Titanium Elite	Careismatic Brands, LLC	-
License Agreement	Universal Studios	File 405789		Los Angeles	CA	90074	Universal Studios	Careismatic Brands, LLC	-
Elite Retailer Agreement	Universal Active Wear El Centro	3451 S Dogwood Ave #1014		El Centro	CA	92243	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Universal Active Wear, Inc.	632 Palmor St #501		Chula Vista	CA	91911	Titanium Elite	Careismatic Brands, LLC	-
Service Agreement	UPS FRODO	P.O. BOX 1216		RICHMOND	CA	23218-1216	STATEMENT OF AGREED PRICING	Strategic Distribution, L.P.	-
Service Agreement	UPS WIIW/ UPS OHIOUPS WWF	1201 W. Olympic Blvd		Los Angeles	CA	90015	USPS Global International Incentive Program Agreement	Strategic Distribution, L.P.	-
Insurance Agreement	US Premium Finance	280 Technology Parkway	Suite 200	Norcross	GA	30092	Premium Finance Agreement and Disclosure Statement	Careismatic Brands, LLC	-
Customer Contract	Uss Scrub Inc.	135 16 Jamaica Ave		Richmond Hill	NY	11418-1957	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Uss Scrub Inc.	135 16 Jamaica Ave		Richmond Hill	NY	11418-1957	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	USA Scrubs 2, Inc.	173 Fulton Ave		Hempstead	NY	11550	Insurance Elite	Careismatic Brands, LLC	-
Insurance Agreement	USI of Southern CA	P.O. Box 4367		Woodland Hills	CA	91365-4367	Titanium Elite	Careismatic Brands, LLC	-
Customer Contract	UV 1623 Eastern Pkwy	1623 Eastern Pkwy		Chesham	NY	12399-8011	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Contractor Agreement	Valdivieso, Danny	1683 N CREST VIEW DR		LA PORTE	IN	46350	Independent Sales Contractor Agreement, Effective 5/5/2014	Careismatic Brands, LLC	-
Service Agreement	Valley Alarm	804 Pico Street		San Fernando	CA	91340	Contract repair service	Careismatic Brands, LLC	49
Service Agreement	Valley Alarm	804 Pico Street		San Fernando	CA	91340	Contract repair service	Careismatic Brands, LLC	-
Service Agreement	Valley Alarm	804 Pico Street		San Fernando	CA	91340	Contract repair service	Careismatic Brands, LLC	-
Service Agreement	Valley Alarm	804 Pico Street		San Fernando	CA	91340	Contract repair service	Careismatic Brands, LLC	-
Elite Retailer Agreement	Valley Medical Supply	501 E. Herring Ave Ste #1		Wassila	AK	99654	Gold Elite	Careismatic Brands, LLC	-
Customer Contract	Valley Outfitters, LLC	923 Roanoke Ave		Roanoke Rapids	NC	27870	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Valley Scrubs	4603 Nazareth Pike A Ste		Bethlehem	PA	18020	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Valley West Uniforms	4100 University Ave Ste 230		West Des Moines	IA	50266	Diamond Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Vanderbilt #5, Inc.	2704 Vine St Ste A		Hays	KS	67601	Titanium Elite	Careismatic Brands, LLC	-
Customer Contract	Web Scrubs	7020 Quaker Ave Ste 6		Lubbock	TX	79424	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Web Scrubs	7020 Quaker Ave Ste 6		Lubbock	TX	79424	Titanium Elite	Careismatic Brands, LLC	-
Service Agreement	Velocity Leadership	1501 SANSBURY DR		MDLLOTHIAN	VA	23113	Leadership Development Outline/Agreement	Careismatic Brands, LLC	-
Service Agreement	Velocity Leadership	1501 SANSBURY DR		MDLLOTHIAN	VA	23113	Coaching/Outline Agreement	Careismatic Brands, LLC	-
Service Agreement	Verve Inc.	2301 RENAISSANCE BLVD 4TH FL		PA	19406	Verve Cloud Indirect Tax Services	AllHearts, LLC	124,555	
License Agreement	VF Imagewear CH Holdings GMBH	Obergrundstrasse 61	1st Floor	Lucerne	CH	6003	Restricted Names Domain Agreement	Careismatic Brands, LLC	64,069
License Agreement	VF Imagewear CH Holdings GMBH	Obergrundstrasse 61	1st Floor	Lucerne	CH	6003	Third Amendment to License Agreement	Careismatic Brands, LLC	-
License Agreement	VF Imagewear CH Holdings GMBH	Obergrundstrasse 61	1st Floor	Lucerne	CH	6003	SIXTH AMENDMENT TO LICENSE AGREEMENT	Careismatic Brands, LLC	-
Elite Retailer Agreement	Vitalis LLC	3903 E State Blvd		Fort Wayne	IN	46805	Gold Elite	Careismatic Brands, LLC	-
Service Agreement	Viven Health	7006 WOODBRIER CREEK CT		SAINT LOUIS	MO	63129	Sponsorship agreement	Careismatic Brands, LLC	-
Contractor Agreement	Wachenfeld, Christine	6292 LLBUR LN		CINCINNATI	OH	45230	Independent Sales Contractor Agreement, Effective 8/2/2010	Careismatic Brands, LLC	-
Elite Retailer Agreement	Wallahead Ltd	2084 E 17th St Ste 1		Kiahlo Falls	ON	83404	Titanium Elite	Careismatic Brands, LLC	-
Customer Contract	Wal-Mart Canada Corp.	1940 Argenta Road		Mississauga	ON	LSM 1P9	Purchase of goods by Walmart	Careismatic Brands, LLC	-
Customer Contract	Wal-Mart Canada Corp.	1940 Argenta Road		Mississauga	ON	LSM 1P9	VENDOR AGREEMENT	Careismatic Brands, LLC	-
Customer Contract	Wal-Mart Canada Corp.	1940 Argenta Road		Mississauga	ON	LSM 1P9	VENDOR AGREEMENT	Careismatic Brands, LLC	-
Customer Contract	Wal-Mart Inc.	2001 Southeast 10th Street		Bentonville	AR	72716-0550	WALMART REALITY SUPPLIER AGREEMENT	Strategic Distribution, L.P.	-
Customer Contract	Wal-Mart Stores, Inc.	1301 SE 10TH ST		BENTONVILLE	AR	72716	DSV Overview Guide Acknowledgment Form	Strategic Distribution, L.P.	-
Customer Contract	Wal-Mart Stores, Inc.	1301 SE 10TH ST		BENTONVILLE	AR	72716	ADDENDUM TO SUPPLIER AGREEMENT (Direct Ship Vendor Services)	Strategic Distribution, L.P.	-
Customer Contract	Wal-Mart Stores, Inc.	1301 SE 10TH ST		BENTONVILLE	AR	72716	WALMART GENERAL MERCHANDISE SUPPLIER AGREEMENT	Strategic Distribution, L.P.	-
Customer Contract	Wal-Mart Stores, Inc.	1301 SE 10TH ST		BENTONVILLE	AR	72716	DIRECT STORE DELIVERY CONSOLIDATION STORE ALLOWANCE	Careismatic Brands, LLC	-
Customer Contract	Wal-Mart Stores, Inc.	1301 SE 10TH ST		BENTONVILLE	AR	72716	(DSDC) AMENDMENT TO THE SUPPLIER AGREEMENT	Careismatic Brands, LLC	-
Customer Contract	Wal-Mart Stores, Inc.	1301 SE 10TH ST		BENTONVILLE	AR	72716	WALMART GENERAL MERCHANDISE SUPPLIER AGREEMENT	Strategic Distribution, L.P.	-
Elite Retailer Agreement	Wal-Mart Stores, Inc.	1301 SE 10TH ST		BENTONVILLE	AR	72716	WALMART GENERAL MERCHANDISE SUPPLIER AGREEMENT	Strategic Distribution, L.P.	-
Elite Retailer Agreement	Warner Bros Consumer Products, Inc.	4000 Warner Blvd		Burbank	CA	91522	Silver Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Warner Bros Consumer Products, Inc.	4000 Warner Blvd		Burbank	CA	91522	Titanium Elite	Careismatic Brands, LLC	-
License Agreement	Warner Bros Consumer Products, Inc.	4000 Warner Blvd		Burbank	CA	91522	PRODUCT LICENSE AGREEMENT	Careismatic Brands, LLC	-
License Agreement	Warner Bros Consumer Products, Inc.	4000 Warner Blvd		Burbank	CA	91522	PRODUCT LICENSE AGREEMENT - WARNER BROS. CONSUMER PRODUCTS	Strategic Distribution, L.P.	-
License Agreement	Warner Bros Consumer Products, Inc.	4000 Warner Blvd		Burbank	CA	91522	#19102-WBLT - AMENDMENT	Careismatic Brands, LLC	-
License Agreement	Warner Bros Consumer Products, Inc.	4000 Warner Blvd		Burbank	CA	91522	PRODUCT LICENSE AGREEMENT - WARNER BROS. CONSUMER PRODUCTS	Strategic Distribution, L.P.	-
License Agreement	Warner Bros Consumer Products, Inc.	4000 Warner Blvd		Burbank	CA	91522	#19127-WBLT - Amendment #1	Strategic Distribution, L.P.	-
License Agreement	Warner Bros Consumer Products, Inc.	4000 Warner Blvd		Burbank	CA	91522	PRODUCT LICENSE AGREEMENT - WARNER BROS. CONSUMER PRODUCTS	Strategic Distribution, L.P.	-
License Agreement	Warner Bros Consumer Products, Inc.	4000 Warner Blvd		Burbank	CA	91522	#19127-WBLT - AMENDMENT	Careismatic Brands, LLC	-
Insurance Agreement	Westchester a Chubb Company	11575 GREAT OAKS WAY STE 200		ALPHARETTA	GA	30022	ACE EXPRESS Private Company Management Indemnity Package	CBI Parent, L.P.	-
Insurance Agreement	Westchester Surplus Lines Insurance Company	11575 Great Oaks Way		Alphaeretta	GA	30022	Commercial Insurance	CBI Parent, L.P.	-
Insurance Agreement	Westchester Surplus Lines Insurance Company	11575 Great Oaks Way		Alphaeretta	GA	30022	Executive Risk Package Insurance, Policy Number 4/1/2024	CBI Parent, L.P.	-
Insurance Agreement	Westchester Surplus Lines Insurance Company	11575 Great Oaks Way		Alphaeretta	GA	30022	Executive Risk Package Insurance, Policy Number 47487	CBI Parent, L.P.	-
Insurance Agreement	Westchester Surplus Lines Insurance Company	11575 Great Oaks Way		Alphaeretta	GA	30022	Executive Risk Package Insurance, Policy Number 4/1/2024	CBI Parent, L.P.	-
Service Agreement	Western Overseas Corporation	10731-B WALKER ST		CYPRESS	CA	90630	Customs Power of Attorney	Strategic Distribution, L.P.	-
Elite Retailer Agreement	White Angel Hacienda Uniform	1224 N Hacienda Uniform		LA Puente	CA	91744	Titanium Elite	Careismatic Brands, LLC	-
Service Agreement	Widen Enterprises, Inc.	6911 Mangrove Lane		Madison	WI	53713	Amendment No. 5462	Careismatic Brands, LLC	-
License Agreement	Williamson-Dickie Canada Company	6711 Mississauga Road	Suite 600	Mississauga	ON	LSM 2W3	LICENSE AGREEMENT	Careismatic Brands, LLC	557,513
License Agreement	Williamson-Dickie Canada Company	6711 Mississauga Road	Suite 600	Mississauga	ON	LSM 2W3	SECOND AMENDMENT TO LICENSE AGREEMENT	Careismatic Brands, LLC	-
License Agreement	Williamson-Dickie Canada Company	6711 Mississauga Road	Suite 600	Mississauga	ON	LSM 2W3	Third Amendment to License Agreement	Careismatic Brands, LLC	-
License Agreement	Williamson-Dickie Canada Company	6711 Mississauga Road	Suite 600	Mississauga	ON	LSM 2W3	First Amendment to License Agreement	Careismatic Brands, LLC	-
License Agreement	Williamson-Dickie Canada Company	6711 Mississauga Road	Suite 600	Mississauga	ON	LSM 2W3	LICENSE AGREEMENT	Careismatic Brands, LLC	-
License Agreement	Williamson-Dickie Canada Company	6711 Mississauga Road	Suite 600	Mississauga	ON	LSM 2W3	First Amendment to License Agreement	Careismatic Brands, LLC	-
License Agreement	Williamson-Dickie Canada Company	6711 Mississauga Road	Suite 600	Mississauga	ON	LSM 2W3	SECOND AMENDMENT TO LICENSE AGREEMENT	Careismatic Brands, LLC	-
License Agreement	Williamson-Dickie Canada Company	6711 Mississauga Road	Suite 600	Mississauga	ON	LSM 2W3	FOURTH AMENDMENT TO LICENSE AGREEMENT	Careismatic Brands, LLC	-
License Agreement	Williamson-Dickie Canada Company	6711 Mississauga Road	Suite 600	Mississauga	ON	LSM 2W3	FOURTH AMENDMENT TO LICENSE AGREEMENT	Careismatic Brands, LLC	-
License Agreement	Williamson-Dickie Mfg Co.	509 West Vickery Blvd		Fort Worth	TX	76104	Notice of Intent to Renew Canada Contract Agreement	Careismatic Brands, LLC	-
Customer Contract	Wilson's McHenry Ave	528 McHenry Ave		Modesto	CA	95354	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Wilson's Uniforms	528 McHenry Ave		Modesto	CA	95354	Titanium Elite	Careismatic Brands, LLC	-
Contractor Agreement	Windy City Kidz	APPAREL CTR - STE 6-121	350 N ORLEANS ST	CHICAGO	IL	60654	Independent Sales Contractor Agreement, Effective 8/10/2004	Strategic Distribution, L.P.	-
Elite Retailer Agreement	Woodville Road Surplus, Inc	2172 Woodville Rd		Oregon	OH	43616	Diamond Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Woody's Shirts	603 Greenen St		Statenboro	NC	30458	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Work Choice Uniforms	1662 N Garnett St		Henderson	NC	27536	Gold Elite	Careismatic Brands, LLC	-
Customer Contract	Work Wear Uniforms	4285 167TH ST		COUNTRY CLUB HILLS	IL	60478-2017	E-Commerce Agreement	Strategic Distribution, L.P.	-
Elite Retailer Agreement	Work World America, Inc.	299 Milwaukee St		Denver	CO	80206	Diamond Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Workstyle, LLC	913 US Hwy 80 E		Memphis	TN	38732	Gold Elite	Careismatic Brands, LLC	-
Software Agreement	Workday, Inc.	110 Stoneridge Mall Road		Pleasanton	CA	94588	ORDER FORM 03066551.0	Careismatic Brands, LLC	-
Elite Retailer Agreement	Workingman's Family Store, LLC	140 5th Avenue		Huntington	WV	25701-1808	Titanium Elite	Careismatic Brands, LLC	-
Software Agreement	X. Commerce, Inc.	345 PARK AVENUE		SAN JOSE	CA	95110-2704	ORDER FORM	Careismatic Brands, LLC	-
Software Agreement	X. Commerce, Inc.	345 PARK AVENUE		SAN JOSE	CA	95110-2704	Assignment and Assumption Agreement / Magneto Subscription Agreement	AllHearts, LLC	-
Software Agreement	X. Commerce, Inc.	345 PARK AVENUE		SAN JOSE	CA	95110-2704	Assignment Agreement	Mediflex, LLC	-
Software Agreement	X.COMMERCE INC. D/B/A MAGENTO	345 PARK AVENUE		SAN JOSE	CA	95110-2704	LICENSING AGREEMENT	Careismatic Brands, LLC	-
Software Agreement	X.COMMERCE INC. D/B/A MAGENTO	345 PARK AVENUE		SAN JOSE	CA	95110-2704	Cloud Renewal	Careismatic Brands, LLC	-
Elite Retailer Agreement	Y&G T-Shirt Outlet	2704 N Blackstone Ave		Fresno	CA	93703	Gold Elite	Careismatic Brands, LLC	-
Contractor Agreement	Yavarski, Mike	158 CASTLE HILL RD		EAST AURORA	NY	14052	Independent Sales Contractor Agreement, Effective 9/15/2007	Careismatic Brands, LLC	-
Contractor Agreement	Yavarski, Mike	158 CASTLE HILL RD		EAST AURORA	NY	14052	Independent Sales Contractor Agreement, Effective 9/15/2007	Careismatic Brands, LLC	-
Elite Retailer Agreement	YAY Scrubs	1766 Hylan Blvd Unit B		Staten Island	NY	10305	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	YAY Scrubs	1766 Hylan Blvd Unit B		Staten Island	NY	10305	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	York Uniforms	7330 A B George Wash Mem Hwy		Yorktown	VA	23692-4889	Gold Elite	Careismatic Brands, LLC	-
Contractor Agreement	Young, Perry C.	142 STAYNER AVE		NORTH YORK	ON	M8B1P3	AMENDMENT #1 INDEPENDENT SALES CONTRACTOR AGREEMENT, EFFECTIVE 7/1/2005	Strategic Distribution, L.P.	-
Contractor Agreement	Young, Perry C.	142 STAYNER AVE		NORTH YORK	ON	M8B1P3	Independent Sales Contractor Agreement, Effective 8/1/2004	Careismatic Brands, LLC	-
Contractor Agreement	Young, Perry C.	142 STAYNER AVE		NORTH YORK	ON	M8B1P3	Independent Sales Contractor Agreement, Effective 8/1/2004	Careismatic Brands, LLC	-
Elite Retailer Agreement	Your Choice Uniforms	992 Chambers Blvd		Hardstone	KY	40004	Silver Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Z & Zurf's Scrubs and more boutique	333 Cavalier Square		Hopewell	VA	23860	Silver Elite	Careismatic Brands, LLC	-
Service Agreement	Zappos.com, LLC	400 E STEWART AVE		LAS VEGAS	NV	89101	Vendor Payment and Allowance Terms	Shirts Adaptive, LLC	-
Service Agreement	Zayo Corporation	PO Box 952136		Dallas	TX	75396	ISDPS Dedicated Fiber for Colo	Careismatic Brands, LLC	-
Elite Retailer Agreement	Zensky Corporation	4181 S Archer Ave		Chicago	IL	60632-1849	Titanium Elite	Careismatic Brands, LLC	-

Category	Contract Counterparty	Address 1	Address 2	CITY	STATE	ZIP	Contract Description	Legal Entity	Cure Amount
Service Agreement	Zier Inc.	P.O. Box 14190		Ft. Lauderdale	FL	33302	Vendor agreement and Indemnification	Careismatic Brands, LLC	-

Exhibit F-1

**Redline to Schedule of Assumed
Executory Contracts and Unexpired Leases Filed May 16, 2024**

Category	Contract Counterparty	Address 1	Address 2	CITY	STATE	ZIP	Contract Description	Legal Entity	Cure Amount
Service Agreement	1 SYNC, Inc.	Princeton Pike Corporate Center	1009 Lenox Drive, Suite 202	Lawrenceville	NJ	08648	Trading partner services agreement	Strategic Distribution, L.P.	-
Elite Retailer Agreement	2 Hearts Medical, LLC	17220 Hwy 3		Webster	TX	77588	Gold Elite	Caresmatic Brands, LLC	-
Software Agreement	SoftRise Apparel LLC	16192 Coastal HWY		Lewes	DE	19558	Vendor Chargeback Recovery Agreement	Caresmatic Brands, LLC	-
Elite Retailer Agreement	410 Gift Shop	1463 Joe Brown Hwy S		Chadborn	NC	28431	Gold Elite	Caresmatic Brands, LLC	-
Purchase Agreement	48Forty Solutions, Inc.	11740 KARRY Fwy		HOUSTON	TX	77079	Affiliation Agreement	Caresmatic Brands, LLC	11,607
Elite Retailer Agreement	6716 Blackstone Pike			Egg Harbor Township	NJ	08224	Gold Elite	Caresmatic Brands, LLC	-
Professional Services	8020 Consulting LLC	6303 Owensmouth Ave 10th Fl		Woodland Hills	CA	91367	Contracting Agreement	Caresmatic Brands, LLC	-
Customer Contract	A & H Uniforms	25863 Lasher Rd		Southfield	MI	48033	E-Commerce Agreement	Strategic Distribution, L.P.	-
Customer Contract	A & H Uniforms	25863 Lasher Rd		Southfield	MI	48033	E-Commerce Agreement	Strategic Distribution, L.P.	-
Customer Contract	A & H Uniforms	25863 Lasher Rd		Southfield	MI	48033	PIE 2.0 Customer Agreement	Caresmatic Brands, LLC	-
Elite Retailer Agreement	A & H Uniforms	25863 Lasher Rd		Southfield	MI	48033	Gold Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	A & H Uniforms	25863 Lasher Rd		Southfield	MI	48033	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	A & H Uniforms	2013 W. Ave J		Lancaster	CA	93534	Gold Elite	Caresmatic Brands, LLC	-
Customer Contract	A Perfect Fit Uniform Boutique Inc.	300 E John St Ste 154		Matthews	NC	28105-4939	PIE 2.0 Customer Agreement	Caresmatic Brands, LLC	-
Elite Retailer Agreement	A Perfect Fit Uniform Boutique Inc.	300 E John St Ste 154		Matthews	NC	28105-4939	Gold Elite	Caresmatic Brands, LLC	-
Customer Contract	A Ray of Uniforms	11715 US Route 9		Wappingers Falls	NY	12590	PIE 2.0 Customer Agreement	Caresmatic Brands, LLC	-
Elite Retailer Agreement	A-1 Uniforms	1709 2nd St		Corville	IA	52241-2622	Titanium Elite	Caresmatic Brands, LLC	-
Customer Contract	A-1 Uniforms-Ogden	134 31st St		Ogden	UT	84401-3811	PIE 2.0 Customer Agreement	Caresmatic Brands, LLC	-
Elite Retailer Agreement	A-1 Uniforms-Ogden	134 31st St		Ogden	UT	84401-3811	Titanium Elite	Caresmatic Brands, LLC	-
Customer Contract	AAA Uniforms	3541 N Carefree Circle		Colorado Springs	CO	80917	PIE 2.0 Customer Agreement	Caresmatic Brands, LLC	-
Elite Retailer Agreement	AAA Uniforms	3541 N Carefree Circle		Colorado Springs	CO	80917	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Ablene Uniform Center	610 Walnut St		Ablene	TX	79601-5226	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	AC Uniforms & More	3109 34th St		Lubbock	TX	79410	Titanium Elite	Caresmatic Brands, LLC	-
Customer Contract	Ace Uniforms	633 16th St		San Diego	CA	92101-7027	PIE 2.0 Customer Agreement	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Ace Uniforms	633 16th St		San Diego	CA	92101-7027	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Action Uniform Co LLC	1500 S New Rd		Pleasantville	NJ	8232	Silver Elite	Caresmatic Brands, LLC	-
Customer Contract	Adam Medical Equipment Inc	7215 Corporate Ct, Ste 201		Frederick	MD	21703	PIE 2.0 Customer Agreement	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Adaptive Medical Equipment and Scrubs	8701 Broadway St Ste 101		Pearland	TX	77584	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Adorable Angels NY Inc	321 E 149th St		Bronx	NY	10455	Gold Elite	Caresmatic Brands, LLC	-
Purchase Agreement	Advantage Sales & Marketing	PO BOX 743437		ATLANTA	GA	30374-4347	ADDENDUM #6 TO ASSIGNMENT ORDER dated 12/8/2020	AllHearts, LLC	-
Elite Retailer Agreement	Affordable Scrubs & Uniforms	2401 NW 185th Ave		Hillaboro	OR	97124	Gold Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Affordable Uniforms	24777 Lorain Rd		North Olmsted	OH	44070-2070	Diamond Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Affordable Uniforms	24777 Lorain Rd		North Olmsted	OH	44070-2070	Diamond Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Affordable Uniforms	24777 Lorain Rd		North Olmsted	OH	44070-2070	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Affordable Uniforms	24777 Lorain Rd		North Olmsted	OH	44070-2070	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Air Power International Express (USA), Inc.	901 B Harvey Rd		College Station	TX	77840	Gold Elite	Caresmatic Brands, LLC	-
Service Agreement	Air Power International Express (USA), Inc.	8366 Isis Avenue		Los Angeles	CA	90045	Logistics Services Agreement	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Aj's Uniforms	900 N Mesa St		El Paso	TX	79902-2334	Diamond Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Alabama Whitmore Equip., Inc.	900 Woodworth Ave		Muscle Shoals	AL	35661-1552	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Alameda Medical Supply	1326 Arline Rd		Corpus Christi	TX	78412	Gold Elite	Caresmatic Brands, LLC	-
Contractor Agreement	Alchemy Unlimited LLC	1648 SAN ESTEBAN CIR		ROSEVILLE	CA	95747	Independent Sales Contractor Agreement, Effective 11/1/2012	Caresmatic Brands, LLC	-
Customer Contract	Aldeman Acres Mfg Inc	623 S Union St		Coffeyville	KS	67337-6019	PIE 2.0 Customer Agreement	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Alexander's Uniforms (E)	980 E Main St		Granston	RI	02920	Caresmatic Brands, LLC	Caresmatic Brands, LLC	-
License Agreement	Alko Distributors	8801 KELSO DR		BALTIMORE	MD	21221	E-Commerce Agreement	Strategic Distribution, L.P.	-
Elite Retailer Agreement	All About Scrubs, Inc.	1340 Missouri Ave N		Largo	FL	33770	Gold Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	All About Scrubs Inc	568 Blue Lakes Blvd N		Twin Falls	ID	83301	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	All About Uniforms And More	15600 Panama City Beach Parkway		Panama City Beach	FL	32413	Diamond Elite	Caresmatic Brands, LLC	-
Consulting Agreement	ALL INDUSTRY CONSULTING LLC	800 KIDWA DR		PROSPER	TX	75078	Marketplace Coaching, Advisory Services and Marketing Support	Caresmatic Brands, LLC	-
Elite Retailer Agreement	All Uniform Wear	12001 S Cleveland Ave		Fort Myers	FL	33907	Diamond Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	All Uniform Wear	12001 S Cleveland Ave		Fort Myers	FL	33907	Diamond Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	All Uniform Wear	12001 S Cleveland Ave		Fort Myers	FL	33907	Diamond Elite	Caresmatic Brands, LLC	-
License Agreement	All Uniform Wear	12001 S Cleveland Ave		Fort Myers	FL	33907	E-Commerce Agreement	Strategic Distribution, L.P.	-
License Agreement	All Uniform Wear	12001 S Cleveland Ave		Fort Myers	FL	33907	E-Commerce Agreement	Strategic Distribution, L.P.	-
Intercompany Agreement	AllHearts, LLC	9800 De Soto Ave		Chatsworth	CA	91311	LIMITED LIABILITY COMPANY AGREEMENT OF ALLHEARTS, LLC DATED 12/22/2022	Caresmatic Brands, LLC	-
Elite Retailer Agreement	AllHearts, LLC	9800 De Soto Ave		Chatsworth	CA	91311	Limited Liability Company Agreement of Allhearts, LLC	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Alliance Medical SVS-Mobility Scooters	3401 N. Hwy 1		Beaumont	TX	77701	Gold Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Al-Med Express	9820 A Midlothian Turnpike		North Chesterfield	VA	23235	Gold Elite	Caresmatic Brands, LLC	-
Service Agreement	Amazon.com Services LLC	DEPT 30 - 2100034228	PO BOX 9020	DES MONES	IA	50368-9020	Allowance Agreement #89978365	Caresmatic Brands, LLC	-
Service Agreement	Amazon.com Services LLC	DEPT 30 - 2100034228	PO BOX 9020	DES MONES	IA	50368-9020	Freight Allowance Agreement #89983820	Caresmatic Brands, LLC	-
Service Agreement	Amazon.com Services LLC	DEPT 30 - 2100034228	PO BOX 9020	DES MONES	IA	50368-9020	MOF/COOP Agreement #8995030	Caresmatic Brands, LLC	-
Service Agreement	Amazon.com Services LLC	DEPT 30 - 2100034228	PO BOX 9020	DES MONES	IA	50368-9020	MOF/COOP Agreement #70028665	Strategic Partners Corp.	-
Service Agreement	Amazon.com Services LLC and its affiliates	DEPT 30 - 2100034228	PO BOX 9020	DES MONES	IA	50368-9020	MOF/COOP Agreement #42732905	Caresmatic Brands, LLC	-
Service Agreement	Amazon.com Services LLC and its affiliates	DEPT 30 - 2100034228	PO BOX 9020	DES MONES	IA	50368-9020	MOF/COOP Agreement #42727895	Caresmatic Brands, LLC	-
Service Agreement	Amazon.com Services, Inc. and its affiliates	DEPT 30 - 2100034228	PO BOX 9020	DES MONES	IA	50368-9020	Allowance Agreement #2720675	Caresmatic Brands, LLC	-
Service Agreement	Amazon.com Services, Inc. and its affiliates	DEPT 30 - 2100034228	PO BOX 9020	DES MONES	IA	50368-9020	Freight Allowance Agreement #26999765	Caresmatic Brands, LLC	-
Service Agreement	AMBER GARDNER	18814 CREEK FOREST DRIVE		MANVEL	TX	77578	LICENSING AGREEMENT	Caresmatic Brands, LLC	-
Service Agreement	Ameann Beauty	19360 RINALDI ST #130		NORTH RIDGE	CA	91326	Proposal	Caresmatic Brands, LLC	-
Insurance Agreement	American Alternative Insurance Corporation	555 College Rd E		Princeton	NJ	8540	General Indemnity Agreement	Strategic Distribution, L.P.	-
Insurance Agreement	American Alternative Insurance Corporation	555 College Rd E		Princeton	NJ	8540	General Indemnity Agreement	Strategic Partners Corp.	-
Elite Retailer Agreement	American Discount Uniform	912 New York Ave		Burol Burrell	PA	15068	Diamond Elite	Caresmatic Brands, LLC	-
Service Agreement	American Express	200 VESEY ST MANHATTAN		NEW YORK	CA	10285	American Express@Work Services Agreement	Caresmatic Brands, LLC	-
License Agreement	AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC.			AMERICAN EXPRESS @ WORK SERVICES AGREEMENT				Caresmatic Brands, LLC	-
Elite Retailer Agreement	American Gipper	PO BOX 360001		FORT LAUDERDALE	FL	33336-0001		Caresmatic Brands, LLC	-
Elite Retailer Agreement	American Scrub Company	3609 Faron St		St. Joseph	MO	64506	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Amigo Store	150 Dog Patch Trading Center		London	KY	40741	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Angela Fashion	1521 Beaumont Ave		McAllen	TX	78501	Titanium Elite	Caresmatic Brands, LLC	-
Customer Contract	Angels In Waiting USA	423 S Main St		McAllen	TX	78501	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Angels New York World Inc	28200 Hwy 188 Ste 205-C		Lake Arrowhead	CA	92352	PIE 2.0 Customer Agreement	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Annie's Fashion Scrubs Inc	5424 5th Ave		Brooklyn	NY	11220	Silver Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Annie's Fashion Scrubs Inc	23040 Woodward Ave		Fremont	MI	48220-1340	Gold Elite	Caresmatic Brands, LLC	-
Contractor Agreement	ANTHONY JONES	216-11 Jamaica Ave		Queens	NY	11428	Gold Elite	Caresmatic Brands, LLC	-
Professional Services	AP Services LLC	2905208TH AVE E		LAKE TAPPS	WA	98391	Independent Sales Contractor Agreement, Effective 12/1/2008	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Apparel Pro	909 3rd St		New York	NY	10022	Financial Services Agreement	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Aray Medical Equipment	2150-A W University Dr		Tempe	AZ	85281-7219	Diamond Elite	Caresmatic Brands, LLC	-
Service Agreement	AT&T	4205 Spencer Hwy		Pasadena	TX	77504-1117	Gold Elite	Caresmatic Brands, LLC	-
Service Agreement	AT&T	Payment Center		Sacramento	CA	95887-0001	10Mbps Mountain Creek OC Backup	Caresmatic Brands, LLC	-
Service Agreement	AT&T	Payment Center		Sacramento	CA	95887-0001	10Gbps Dedicated Fiber for LBJ	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Archie Lettering, Inc	2860 Eastern Blvd		Sacramento	CA	95887-0001	250Mbps backup Chatsworth	Caresmatic Brands, LLC	-
Service Agreement	AUTOMATIC DATA PROCESSING, INC	PO BOX 31001-1874		PASADENA	PA	17402-2908	Silver Elite	Caresmatic Brands, LLC	-
Service Agreement	AUTOMATIC DATA PROCESSING, INC	PO BOX 31001-1874		PASADENA	CA	91110-1874	Client Account Agreement and Authorization to Debit/Credit, 11/17/2000	Strategic Distribution, L.P.	-
Service Agreement	AUTOMATIC DATA PROCESSING, INC	PO BOX 31001-1874		PASADENA	CA	91110-1874	Client Account Agreement and Authorization to Debit/Credit, 11/17/2000	Strategic Distribution, L.P.	-
Service Agreement	AUTOMATIC DATA PROCESSING, INC	PO BOX 31001-1874		PASADENA	CA	91110-1874	Client Account Agreement and Authorization to Debit/Credit, 3/22/2013	Strategic Distribution, L.P.	-
Service Agreement	AUTOMATIC DATA PROCESSING, INC	PO BOX 31001-1874		PASADENA	CA	91110-1874	Client Account Agreement and Authorization to Debit/Credit, 5/27/2013	Strategic Distribution, L.P.	-
Service Agreement	AUTOMATIC DATA PROCESSING, INC	PO BOX 31001-1874		PASADENA	CA	91110-1874	MAJOR ACCOUNTS AGREEMENT	Strategic Distribution, L.P.	-
Service Agreement	Avalara	PO BOX 31001-1874		PASADENA	CA	91110-1874	New Agreement Checklist	Caresmatic Brands, LLC	-
Insurance Agreement	Avalon Risk Management	DEPT CH 16781		PALATINE	IL	60055	Sales Proposal executed 2/25/2011	Caresmatic Brands, LLC	-
Insurance Agreement	AVALON RISK MANAGEMENT INSURANCE AGENCY, LLC	150 NORTHWEST POINT BLVD, 2nd Floor		Elk Grove Village	IL	60007	Customs Bond Application & Indemnity	Krazy Kat Sportswear LLC	-
Insurance Agreement	AVALON RISK MANAGEMENT INSURANCE AGENCY, LLC	150 NORTHWEST POINT BLVD, 2nd Floor		Elk Grove Village	IL	60007	Collateral Policy Agreement	Caresmatic Brands, LLC	-
Insurance Agreement	AVALON RISK MANAGEMENT INSURANCE AGENCY, LLC	150 NORTHWEST POINT BLVD, 2nd Floor		Elk Grove Village	IL	60007	Collateral Policy Agreement	Krazy Kat Sportswear LLC	-
Insurance Agreement	AVALON RISK MANAGEMENT INSURANCE AGENCY, LLC	150 NORTHWEST POINT BLVD, 2nd Floor		Elk Grove Village	IL	60007	Bond Renewal e-mail dated 9/9/2023	Krazy Kat Sportswear LLC	-
Service Agreement	AVALON RISK MANAGEMENT INSURANCE AGENCY, LLC	150 NORTHWEST POINT BLVD, 2nd Floor		Elk Grove Village	IL	60007	Collateral Instructions	Krazy Kat Sportswear LLC	-
Others	Avery Dennison Hong Kong B.V.	170 March Lane		Miamisburg	OH	45342	2019 Avery Dennison Service, Agreement No. 407023	Strategic Distribution, L.P.	-
Elite Retailer Agreement	B & H Home Center	15/F, Harbourside HQ	8 Lam Chak Street	Kowloon Bay			Rebate Letter Agreement, 10/23/2020	Caresmatic Brands, LLC	-
Contractor Agreement	B&H Home Center	1414 Rockaway Pkwy		Brooklyn	NY	11236	Gold Elite	Caresmatic Brands, LLC	-
Contractor Agreement	B&H Home Center	4587 JONESKY LN		MEMPHIS	TN	38125	Independent Sales Contractor Agreement, Effective 1/1/2006	Strategic Distribution, L.P.	-
Contractor Agreement	B&H Home Center	8555 Weyand Ave		Sacramento	CA	95828	Silver Elite	Caresmatic Brands, LLC	-
Contractor Agreement	B&H Home Center	2005 Cedar Drive		New Brighton	MA	05112-5239	Independent Sales Contractor Agreement, Effective 3/1/2014	Caresmatic Brands, LLC	-
License Agreement	Beachglass Films, Inc.	13485 Seymour Meyers Blvd		Covington	LA	70433-6876	Diamond Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Beachglass Films, Inc.	1 Television Center		London	WY	112 7FA	Merchandise Agreement	Caresmatic Brands, LLC	-
Service Agreement	Beachglass Films, Inc.	26 Whittlessey Ave		Norwalk	OH	44657	Gold Elite	Caresmatic Brands, LLC	-
Service Agreement	Beachglass Films, Inc.	703 Pier Ave., Suite 282		Hermosa Beach	CA	90254	PRODUCTION SERVICES AGREEMENT, 1/27/2016	Caresmatic Brands, LLC	-
Service Agreement	Beachglass Films, Inc.	703 Pier Ave., Suite 282		Hermosa Beach	CA	90254	PRODUCTION SERVICES AGREEMENT, 1/27/2016	Caresmatic Brands, LLC	-
Service Agreement	Beachglass Films, Inc.	703 Pier Ave., Suite 282		Hermosa Beach	CA	90254	INDEPENDENT CONTRACTOR, PROPRIETARY INFORMATION, ASSIGNMENT OF INVENTIONS AGREEMENT, 11/1/2015	Caresmatic Brands, LLC	-
Service Agreement	Beachglass Films, Inc.	703 Pier Ave., Suite 282		Hermosa Beach	CA	90254	INDEPENDENT CONTRACTOR, PROPRIETARY INFORMATION, ASSIGNMENT OF INVENTIONS AGREEMENT, 2/9/2016	Caresmatic Brands, LLC	-
Service Agreement	Beachglass Films, Inc.	703 Pier Ave., Suite 282		Hermosa Beach	CA	90254	INDEPENDENT CONTRACTOR, PROPRIETARY INFORMATION, ASSIGNMENT OF INVENTIONS AGREEMENT, 7/1/2016	Caresmatic Brands, LLC	-

Category	Contract Counterparty	Address 1	Address 2	CITY	STATE	ZIP	Contract Description	Legal Entity	Cure Amount
Service Agreement	Beachglass Films, Inc.	703 Pier Ave., Suite 282		Hermosa Beach	CA	90254	INDEPENDENT CONTRACTOR, PROPRIETARY INFORMATION, ASSIGNMENT OF INVENTIONS AGREEMENT, 9/1/2015	Careismatic Brands, LLC	-
Service Agreement	Beachglass Films, Inc.	703 Pier Ave., Suite 282		Hermosa Beach	CA	90254	INDEPENDENT CONTRACTOR, PROPRIETARY INFORMATION, ASSIGNMENT OF INVENTIONS AGREEMENT, 9/1/2015 (Revised)	Careismatic Brands, LLC	-
Customer Contract	Beachley Medical Solutions	6200 Days Cove Rd. Ste 3		White Marsh	MD	21162	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Contractor Agreement	Beakley, Clint	10423 Traflet Drive		Dallas	TX	75228	Independent Sales Contractor Agreement, Effective 3/1/2007	Strategic Distribution, L.P.	-
Insurance Agreement	Beasley Insurance Services	45 Rockefeller Plaza		New York	NY	10111	Commercial Insurance	CBI Parent, L.P.	-
Insurance Agreement	Beasley Insurance Services	45 Rockefeller Plaza		New York	NY	10111	Crime Insurance, Policy Number 4/1/2024	CBI Parent, L.P.	-
Customer Contract	Best Buy Uniforms	1807 N Garey Ave		Pomona	CA	91767	E-Contract Agreement	Careismatic Brands, L.P.	-
Elite Retailer Agreement	Best Buy Uniforms	1807 N Garey Ave		Pomona	CA	91767	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Best Buy Uniforms	1807 N Garey Ave		Pomona	CA	91767	Silver Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Betty's Uniforms	1904 Brookside Dr		Kingsport	TN	37660	Diamond Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Betty's Uniforms	2211 Popperell Pkwy		Opeika	AL	36801-7229	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Big Dream Uniforms	11865 SW 26th St Ste E10		Miami	FL	33175	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Bizwear Consulting Inc	4401 S 500 W		Murray	UT	84123	Gold Elite	Careismatic Brands, LLC	-
Service Agreement	BlueRoses	20206 Romy Park East	Sixth Floor	Los Angeles	CA	90067	Engagement Letter dated 6/23/2023	Careismatic Brands, LLC	-
Customer Contract	Blue Angels Nurses Uniform	1052 Beach 20th St		Far Rockaway	NY	11691-3900	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Blue Angels Nurses Uniform	1052 Beach 20th St		Far Rockaway	NY	11691-3900	Gold Elite	Careismatic Brands, LLC	-
Contractor Agreement	Boyle, Jason	1423 Kapiolani Blvd 2nd Floor		Honolulu	HI	96814	Gold Elite	Careismatic Brands, LLC	-
Contractor Agreement	Boyle, Jason	924 TRENTLE CT		CHARLOTTE	NC	28211	Independent Sales Contractor Agreement, Effective 7/26/2010	Careismatic Brands, LLC	-
Contractor Agreement	Boyle, Jason	924 TRENTLE CT		CHARLOTTE	NC	28211	Independent Sales Contractor Agreement, Effective 7/26/2010	Careismatic Brands, LLC	-
Contractor Agreement	Brands DN USA LLC	621 - 23rd St		Santa Monica	CA	90402	Consulting Agreement, Proprietary Information, Assignment of Inventions Agreement dated 3/1/2019	Careismatic Brands, LLC	-
Contractor Agreement	Brands DN USA LLC	621 - 23rd St		Santa Monica	CA	90402	INDEPENDENT CONTRACTOR, PROPRIETARY INFORMATION, ASSIGNMENT OF INVENTIONS AGREEMENT, 2/1/2018	Careismatic Brands, LLC	-
Elite Retailer Agreement	Bright Side Scrubs, LLC	20411 Route 19 Suite 5		Cranberry	PA	16066	Silver Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Bright Star Scrubs & Uniforms	2205 W. Wabash Avenue		Springfield	IL	62704	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Buffalo Scrubs & Uniforms	1031 Main St		Buffalo	NY	14203	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Bullard Uniforms	6030 N 1st St		Fresno	CA	93710-5495	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Buy & Save	1005 Broad St		Lake Charles	LA	70601	Silver Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Byrd Watson Drug Co	6700 Main St		Mount Vernon	IL	62864	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	C & S Supply Co Inc	1951 N Riverfront Dr		Mankato	MN	56001-3129	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	C R Scrubs	2200 S Broadway		Tyler	TX	75701	Diamond Elite	Careismatic Brands, LLC	-
Customer Contract	C.C. Whitehead Mart	3229 Myers St		Coryus Christi	TX	78145	Titanium Elite	Careismatic Brands, LLC	-
Customer Contract	Cassara's Medical Uniforms	8145 Firestone Blvd		Downey	CA	90241	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Cassara's Medical Uniforms	8145 Firestone Blvd		Downey	CA	90241	Diamond Elite	Careismatic Brands, LLC	-
Customer Contract	Cal Uniforms	3785 Park Blvd		San Diego	CA	92103	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	California Clothing	2501 Jaramacha Rd		El Cajon	CA	92011	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	California Scrubs and More	15973 Pluma Avenue		Cerritos	CA	90703	Silver Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Carlu's Screen Printing & Embroidery	2712 Pleasanton Road		San Antonio	TX	78221	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Carlu's Screen Printing & Embroidery	636 Del Prado Blvd		Cape Coral	FL	33986	Titanium Elite	Careismatic Brands, LLC	-
Service Agreement	Cardinal Health	7000 Cardinal Place		Dublin	OH	43017	Wholesale Purchase and Distribution Agreement	Silverts Adaptive, LLC	-
Elite Retailer Agreement	Cardinal Uniforms	4640 Chamberlain Lane		Louisville	KY	40241	Diamond Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Carver Uniforms	1603 S Laton St		Boise	ID	83705-2991	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Carver Uniforms	638-C N University Dr		Bacodgches	TX	75961	Titanium Elite	Careismatic Brands, LLC	-
Group Customer Contract	Caregivers of America	70 East Sunrise Hwy.		Valley Stream	NY	11581	Caregivers America Group Contract	AllHearts, LLC	-
Intercompany Agreement	Careismatic Brands Europe Limited	1 BARTHOLOMEW LN		LONDON	EC2N 2AX		INTERCOMPANY AGREEMENT FOR APPOINTMENT OF DISTRIBUTOR	Careismatic Brands, LLC	-
Intercompany Agreement	Careismatic Brands Europe Limited	1 BARTHOLOMEW LN		LONDON	EC2N 2AX		INTERCOMPANY CENTRAL SUPPORT SERVICES AGREEMENT	Careismatic Brands, LLC	-
Intercompany Agreement	Careismatic Brands Europe Limited	1 BARTHOLOMEW LN		LONDON	EC2N 2AX		INTERCOMPANY AGREEMENT FOR THE SUPPLY OF GOODS	Careismatic Brands, LLC	-
Intercompany Agreement	Careismatic Brands NL B.V.	APOLLOLAAN 151		AMSTERDAM			INTERCOMPANY LOGISTICS SERVICES AGREEMENT	Careismatic Brands, LLC	-
Intercompany Agreement	Careismatic Brands NL B.V.	APOLLOLAAN 151		AMSTERDAM			INTERCOMPANY AGREEMENT FOR APPOINTMENT OF DISTRIBUTOR	Careismatic Brands, LLC	-
Intercompany Agreement	Careismatic Brands NL B.V.	APOLLOLAAN 151		AMSTERDAM			INTERCOMPANY AGREEMENT FOR THE SUPPLY OF GOODS	Careismatic Brands, LLC	-
Intercompany Agreement	Careismatic Brands, Inc.	9800 De Soto Ave		Chatsworth	CA	91311	Limited Liability Company Agreement of Careismatic, LLC	Marketplace Impact, LLC	-
Intercompany Agreement	Careismatic Brands, Inc.	9800 De Soto Ave		Chatsworth	CA	91311	Operating Agreement of Careismatic, LLC	Careismatic, LLC	-
Intercompany Agreement	Careismatic Brands, Inc.	9800 De Soto Ave		Chatsworth	CA	91311	Operating Agreement of Silverts Adaptive, LLC	Silverts Adaptive, LLC	-
Intercompany Agreement	Careismatic Brands, LLC	9800 De Soto Ave		Chatsworth	CA	91311	Operating Agreement	Careismatic, LLC	-
Intercompany Agreement	Careismatic Brands, LLC	9800 De Soto Ave		Chatsworth	CA	91311	Operating Agreement	Marketplace Impact, LLC	-
Intercompany Agreement	Careismatic Brands, LLC	9800 De Soto Ave		Chatsworth	CA	91311	LIMITED LIABILITY COMPANY AGREEMENT OF ALLHEARTS, LLC DATED 12/22/2022	AllHearts, LLC	-
Intercompany Agreement	Careismatic Brands, LLC	9800 De Soto Ave		Chatsworth	CA	91311	Operating Agreement of Careismatic, LLC	Careismatic, LLC	-
Intercompany Agreement	Careismatic Brands, LLC	9800 De Soto Ave		Chatsworth	CA	91311	Operating Agreement of Silverts Adaptive, LLC	Silverts Adaptive, LLC	-
Intercompany Agreement	Careismatic Brands, LLC	9800 De Soto Ave		Chatsworth	CA	91311	Limited Liability Company Agreement of Allhearts, LLC	AllHearts, LLC	-
Intercompany Agreement	Careismatic Group II, Inc.	2140 S Dupont Hwy		Camden	DE	19934	Amended & Restated Operating Agreement of Krazy Kat Sportswear LLC	Krazy Kat Sportswear LLC	-
Intercompany Agreement	CAREISMATIC RECEIVABLES LLC	2140 S Dupont Hwy		Camden	DE	19934	Amended and Restated Limited Liability Company Agreement of Careismatic Brands, LLC	Careismatic Brands, LLC	-
Intercompany Agreement	CAREISMATIC RECEIVABLES LLC	9800 De Soto Ave		Chatsworth	CA	91311	LIMITED LIABILITY COMPANY AGREEMENT OF CAREISMATIC RECEIVABLES LLC	Careismatic Brands, LLC	-
Intercompany Agreement	CAREISMATIC RECEIVABLES LLC	9800 De Soto Ave		Chatsworth	CA	91311	Amended and Restated Limited Liability Company Agreement of Careismatic Receivables LLC	Careismatic Brands, LLC	-
Intercompany Agreement	CAREISMATIC RECEIVABLES LLC	9800 De Soto Ave		Chatsworth	CA	91311	PURCHASE AND SALE AGREEMENT	Careismatic Brands, LLC	-
Intercompany Agreement	CAREISMATIC RECEIVABLES LLC	9800 De Soto Ave		Chatsworth	CA	91311	PURCHASE AND SALE AGREEMENT	Careismatic Brands, LLC	-
Intercompany Agreement	Careismatic, LLC	1119 Colorado Ave		Santa Monica	CA	90401	Operating Agreement	Careismatic Brands, LLC	-
Intercompany Agreement	Careismatic, LLC	1119 Colorado Ave		Santa Monica	CA	90401	Operating Agreement of Careismatic, LLC	Careismatic Brands, LLC	-
Intercompany Agreement	Careismatic, LLC	1119 Colorado Ave		Santa Monica	CA	90401	Operating Agreement of Careismatic, LLC	Careismatic Brands, LLC	-
Group Customer Contract	Carla Healthcare	10651 Coward Mill Road		Knoxville	TN	37931	PURCHASE AGREEMENT	AllHearts, LLC	-
Contractor Agreement	Castin Industries, Inc.	Brooklyn Park	7135 Northland Dr N	Brooklyn Park	MN	55428-1514	Contracting Agreement	Careismatic Brands, LLC	-
Contractor Agreement	Carlson, Leonard	613 BELLERIVE CT		RICHMOND	VA	23296	Independent Sales Contractor Agreement, Effective 1/1/2012	Careismatic Brands, LLC	-
Customer Contract	Carolina Outfitter Apparel	1000 N Pine St Ste #4		Spartanburg	SC	29303	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Carolina Outfitter Apparel	1000 N Pine St Ste #4		Spartanburg	SC	29303	Diamond Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Carolina Uniforms	530 Cloverleaf Plaza		Kannapolis	NC	28083-6981	Titanium Elite	Careismatic Brands, LLC	-
Service Agreement	Carlson, Inc.	1334 Rittmore Road	Suite 225	Houston	TX	77043	Master Service Agreement	Careismatic Brands, LLC	-
Service Agreement	Carlson, Inc.	1334 Rittmore Road	Suite 225	Houston	TX	77043	Master Service Agreement	Careismatic Brands, LLC	-
Customer Contract	Castle Uniforms	1800 Skibo Rd Unit 228		Fayetteville	NC	28303	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Castle Uniforms	1800 Skibo Rd Unit 228		Fayetteville	NC	28303	Diamond Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	CBI PARENT GP, LLC	1114 Avenue of the Americas		New York	NY	10036	AGREEMENT OF LIMITED PARTNERSHIP OF CBI PARENT, L.P.	CBI Parent, L.P.	-
Service Agreement	Cellco Partnership, d/b/a Verizon Wireless	One Verizon Way		Basking Ridge	NJ	07920	Verizon Wireless Major Account Agreement	Strategic Distribution, L.P.	-
License Agreement	Character Arts, LLC	37 Pond Road		Wilton	CT	06897	Contract Amendment, Agreement dated as of 10/15/2013	Strategic Distribution, L.P.	-
License Agreement	Character Arts, LLC	37 Pond Road		Wilton	CT	06897	LICENSE AGREEMENT	Careismatic Brands, LLC	-
License Agreement	CHARLES CHASE	1N575 AUGUSTA CT		WINFIELD	IL	60190-2361	Independent Sales Contractor Agreement, Effective 12/1/2008	Careismatic Brands, LLC	-
Service Agreement	Charter	PO Box 60074		City of Industry	CA	91716-0074	100Mbps Chatsworth MPLS	Careismatic Brands, LLC	-
Service Agreement	Charter	PO Box 60074		City of Industry	CA	91716-0074	1GBPS Dedicated Broadband Line for Chatsworth	Careismatic Brands, LLC	-
Service Agreement	Charter	PO Box 60074		City of Industry	CA	91716-0074	1GBPS Dedicated Fiber for LBU	Careismatic Brands, LLC	-
Service Agreement	Charter	PO Box 60074		City of Industry	CA	91716-0074	500Mbps Santa Monica MPLS	Careismatic Brands, LLC	-
Service Agreement	Charter Communications	PO Box 60074		City of Industry	CA	91716-0074	Business Class Customer Service Order, Account 8971	Strategic Distribution, L.P.	-
Service Agreement	Charter Communications	PO Box 60074		City of Industry	CA	91716-0074	Business Class Customer Service Order, Account 9959	Strategic Distribution, L.P.	-
Service Agreement	Charter Communications	PO Box 60074		City of Industry	CA	91716-0074	Ethernet and Dedicated Internet Access Service Level Agreement	Strategic Distribution, L.P.	-
Service Agreement	Charter Communications	PO Box 60074		City of Industry	CA	91716-0074	Fiber Internet Access Service Level Agreement	Strategic Distribution, L.P.	-
Service Agreement	Charter Communications	PO Box 60074		City of Industry	CA	91716-0074	Order # 05702718	Strategic Distribution, L.P.	-
Service Agreement	Charter Communications	PO Box 60074		City of Industry	CA	91716-0074	Order # 5193783	Strategic Distribution, L.P.	-
Service Agreement	Charter Communications	PO Box 60074		City of Industry	CA	91716-0074	Order # 5574871	Strategic Distribution, L.P.	-
Service Agreement	Charter Communications	PO Box 60074		City of Industry	CA	91716-0074	Service Order	Careismatic Brands, LLC	-
Service Agreement	Charter Communications	PO Box 60074		City of Industry	CA	91716-0074	Service Order	Strategic Distribution, L.P.	-
Customer Contract	Chattahoochee Marketing Group (CMG)	799 Georgia Ave SW #200		Gainesville	GA	30501	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Purchase Agreement	Cherokee, Inc.	81405 Velpjan Avenue		Van Nuys	CA	91406	Cherokee Inc.	Careismatic Brands, LLC	-
Purchase Agreement	Cherokee, Inc.	8635 Velpjan Avenue		Van Nuys	CA	91406	Cherokee Inc.	Careismatic Brands, LLC	-
Customer Contract	Chester County Scrubs & More	4670 W Lincoln Hwy		Parkesburg	PA	19365	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Chester County Scrubs & More	4670 W Lincoln Hwy		Parkesburg	PA	19365	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Chicago Uniform Company	550 West Roosevelt Rd		Chicago	IL	60607	Gold Elite	Careismatic Brands, LLC	-
Professional Services	Chiesa Shahinian & Giandomini PC	One Boland Dr		West Orange	NJ	07052	Legal Services Agreement	Careismatic Brands, LLC	-
License Agreement	Choice Hotels International Inc.	1 CHOICE HOTELS CIRCLE	SUITE 400	ROCKVILLE	MD	20850	CHOICE HOTELS QUALIFIED VENDOR PROGRAM AGREEMENT	Careismatic Brands, LLC	-
Elite Retailer Agreement	Choices Scrubs & Footwear	424 W Bakewell Rd Ste 102		Bellingham	WA	98226	Gold Elite	Careismatic Brands, LLC	-
Insurance Agreement	Chubb Group of Insurance Companies	24 HUNTINGTON RD		Whitehouse Station	NJ	08889	General Liability, Employee Benefits Liability & Property Insurance - Policy No. 3608-38-65	CBI Parent, L.P.	-
Contractor Agreement	Cintas Corporation	310 South Shannon Amy Rd Ste B		GARDEN CITY	NY	11530	Independent Sales Contractor Agreement, Effective 6/8/2015	Careismatic Brands, LLC	-
Customer Contract	Cindy's Uniforms	6800 Cintas Blvd		Charlotte	NC	28211	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Service Agreement	Cintas Corporation	6800 Cintas Blvd		Mason	OH	45040	FACILITY SERVICES RENTAL SERVICE AGREEMENT dated 3/6/2009	Strategic Distribution, L.P.	1,104
Service Agreement	Cintas Corporation	6800 Cintas Blvd		Mason	OH	45040	Order Confirmation - Automatic External Defibrillator Service Agreement, Unit 3	Careismatic Brands, LLC	-
Service Agreement	Cintas Corporation	6800 Cintas Blvd		Mason	OH	45040	Automatic External Defibrillator Service Agreement, Unit 1	Careismatic Brands, LLC	-
Service Agreement	Cintas Corporation	6800 Cintas Blvd		Mason	OH	45040	Automatic External Defibrillator Service Agreement, Unit 2	Strategic Distribution, L.P.	-
Service Agreement	Cintas Corporation	6800 Cintas Blvd		Mason	OH	45040	FACILITY SERVICES RENTAL SERVICE AGREEMENT dated 1/22/2014	Strategic Distribution, L.P.	-
Service Agreement	Cintas Corporation	6800 Cintas Blvd		Mason	OH	45040	Safety Director Emergency Eyewash Service Agreement	Careismatic Brands, LLC	-

Category	Contract Counterparty	Address 1	Address 2	CITY	STATE	ZIP	Contract Description	Legal Entity	Cure Amount
Service Agreement	Cintas Corporation	6800 Cintas Blvd		Mason	OH	45040	AUTOMATIC EXTERNAL DEFIBRILLATOR SERVICE AGREEMENT	Strategic Distribution, L.P.	-
Service Agreement	Cintas Corporation	6800 Cintas Blvd		Mason	OH	45040	STANDARD RENTAL SERVICE AGREEMENT	Caresmatic Brands, LLC	-
Service Agreement	Cintas Corporation	6800 Cintas Blvd		Mason	OH	45040	Supplier Confidentiality and Proprietary Information Agreement	Caresmatic Brands, LLC	-
Service Agreement	Cintas Corporation	6800 Cintas Blvd		Mason	OH	45040	Supplier Confidentiality and Proprietary Information Agreement	Caresmatic Brands, LLC	-
Service Agreement	Cintas Corporation	6800 Cintas Blvd		Mason	OH	45040	Supplier Confidentiality and Proprietary Information Agreement	Caresmatic Brands, LLC	-
Service Agreement	CINTAS, CORPORATION 2	6800 Cintas Blvd		Mason	OH	45040	AUTOMATIC EXTERNAL DEFIBRILLATOR SERVICE AGREEMENT	Caresmatic Brands, LLC	-
Customer Contract	Clarks Uniforms	6100 E Central Ave		Wichita	KS	67208	PIE 2.0 Customer Agreement	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Clarks Uniforms	6100 E Central Ave		Wichita	KS	67208	Gold Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Classic Image Uniforms LLC	120 Staring Ln		Baton Rouge	LA	70810	Gold Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Classic Uniforms	8507 N McCullough Ste B-3		San Antonio	TX	78216	Titanium Elite	Caresmatic Brands, LLC	-
		101 E. Front Street, 5th							
Service Agreement	ClassPass, LLC and its affiliates			Missoula	MT	59802	CLASSPASS CORPORATE PROGRAM AGREEMENT	Caresmatic Brands, LLC	2,295
Elite Retailer Agreement	Clinical Med Supply LLC	615 S. Lewis St		New Iberia	LA	70560	Silver Elite	Caresmatic Brands, LLC	-
Customer Contract	Clothes Quarters, Inc.	521 E McDade Ave		Folsom	PA	19033	PIE 2.0 Customer Agreement	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Clothes Quarters, Inc.	521 E McDade Ave		Folsom	PA	19033	Diamond Elite	Caresmatic Brands, LLC	-
Service Agreement	Coudflare	DEPT LA 24609		PASADENA	CA	91185	Enterprise Service Order Form	AllHearts, LLC	-
Elite Retailer Agreement	Couds Clothing	1268 W Stuart Dr		Hillville	VA	24343-1592	Titanium Elite	Caresmatic Brands, LLC	-
Professional Services	CNM LLP	6303 Canoga Ave Ste 150		Woodland Hills	CA	91367	Financial Services Agreement	Caresmatic Brands, LLC	-
Elite Retailer Agreement	CNY Uniforms Plus	664 Burnet Ave		Syracuse	NY	13203	Gold Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Coast City Scrubs	32 Mariposa Ave		Waterville	CA	96076	Gold Elite	Caresmatic Brands, LLC	-
Software Agreement	Cogent Communications, Inc.	2450 N ST., NW		WASHINGTON	DC	20037	CUSTOMER ORDER FORM Dedicated Internet Access dated 10/26/2021	Caresmatic Brands, LLC	-
Software Agreement	Cogent Communications, Inc.	2450 N ST., NW		WASHINGTON	DC	20037	CUSTOMER ORDER FORM Dedicated Internet Access dated 10/26/2021	Caresmatic Brands, LLC	-
Software Agreement	Cogent Communications, Inc.	2450 N ST., NW		WASHINGTON	DC	20037	CUSTOMER ORDER FORM Dedicated Internet Access dated 10/26/2021	Caresmatic Brands, LLC	-
Software Agreement	Cogent Communications, Inc.	2450 N ST., NW		WASHINGTON	DC	20037	CUSTOMER ORDER FORM Dedicated Internet Access dated 8/30/2021	Caresmatic Brands, LLC	-
Software Agreement	Cogent Communications, Inc.	2450 N ST., NW		WASHINGTON	DC	20037	CUSTOMER SUBSCRIBER AGREEMENT	Caresmatic Brands, LLC	-
Software Agreement	Cogent Communications, Inc.	2450 N ST., NW		WASHINGTON	DC	20037	Letter of Authorization dated 9/8/2021 from Cogent	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Coldiron Uniform	947 S Hwy 27		Somerset	KY	42501-3518	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Contra County Memorial Hospital	524 Nw 38th St		Lawton	OK	73503-3703	Silver Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Confort Medical Supply	1273 Central Park Blvd		Fredericksburg	VA	22401	Silver Elite	Caresmatic Brands, LLC	-
Service Agreement	CommerceHub	800 TROY-SCHENECTADY RD	STE 100	LATHAM	NY	12110	CommerceHub Supplier Enrollment	Strategic Distribution, L.P.	-
Service Agreement	CommerceHub	800 TROY-SCHENECTADY RD	STE 100	LATHAM	NY	12110	CommerceHub Supplier Enrollment	Strategic Distribution, L.P.	-
Service Agreement	CommerceHub	800 TROY-SCHENECTADY RD	STE 100	LATHAM	NY	12110	CommerceHub Supplier Enrollment	Strategic Distribution, L.P.	-
Elite Retailer Agreement	Common Threads Uniform Shoppe	1010 Porter Ave.		Ocean Springs	MS	39564	Gold Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Community Pharmacy and Mobility Inc	163 Rte 37 W		Toms River	NJ	8755	Gold Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Connetix Rose Scrubs, LLC	41 Coleman Crossing		Hampton	VA	23666	Silver Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Connecticut Uniform	567 Watertown Ave		Waterbury	CT	06708	Titanium Elite	Caresmatic Brands, LLC	-
Consulting Agreement	Contreras, Adam	201 South Santa Fe Avenue		Los Angeles	CA	90012	Consulting Agreement	Caresmatic Brands, LLC	9,000
Software Agreement	CONTRAGENT TECHNOLOGIES, LLC	2384 TARPOLTON RD	SUITE 124	WILMINGTON	TX	75004	CUSTOMER SUPPORT PROGRAM	Caresmatic Brands, LLC	-
Contractor Agreement	Corr, Michael	6404 Highland Court		Wilmington	DE	19802	Independent Sales Contractor Agreement, Effective 6/1/2010	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Coulee Scrubs Llc	1226 Crossing Meadows Dr		Onalaska	WI	54650	Gold Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Coulee Casuals	1225 Steved Rd		Asheshville	NC	28806-9609	Gold Elite	Caresmatic Brands, LLC	-
Service Agreement	Cox Communications	PO Box 60074		City of Industry	CA	91716-0074	Account Holder Update Packet Account 501, Modification of Commercial Services Agreement	Caresmatic Brands, LLC	-
Service Agreement	Cox Communications	PO Box 60074		City of Industry	CA	91716-0074	Account Holder Update Packet Account 501, Modification of Commercial Services Agreement	Caresmatic Brands, LLC	-
Service Agreement	Crandall Consulting	1912 Cherokee Street		St. Louis	MO	63118	VENDOR AGREEMENT	AllHearts, LLC	-
Service Agreement	Crandall Consulting	1912 Cherokee Street		St. Louis	MO	63118	VENDOR AGREEMENT	AllHearts, LLC	-
Service Agreement	CreditSafe	4635 CRACKERSPORT RD		ALLEN TOWN	PA	18104	CreditSafe Renewal	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Crown Scrubs & Medical Supply	2376 S Dairy Ashford		Houston	TX	77077	Silver Elite	Caresmatic Brands, LLC	-
Service Agreement	CUSTOMER EMBROIDERY PLUS	1000 CORPORATE CENTRE DR #130		FRANKLIN	TN	37067	Supplier Requirements	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Custom Embroidery Plus	304 N Lansing St		St. Johns	MI	48879	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Cypress Medical Co. Uniforms & Suppl	8320 Louetta Rd Ste 190		Spring	TX	77379	Silver Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	D&CO Reid	2003 Chester Blvd		Richmond	IN	47314	Titanium Elite	Caresmatic Brands, LLC	-
Service Agreement	Davaco	6688 N Central Expwy	Suite 100	Dallas	TX	75206	Master Agreement	Caresmatic Brands, LLC	20,361
Service Agreement	Davaco	6688 N Central Expwy	Suite 100	Dallas	TX	75206	Master Agreement	Caresmatic Brands, LLC	-
Contractor Agreement	Davila, Hector Ruben	170 AVE ARTERAL, HOSTOS APT 8		SAN JUAN	PR	00918	Independent Sales Contractor Agreement, Effective 2/1/2012	Caresmatic Brands, LLC	-
Employment Agreement	Davis, David	111 Arabian Road		Schenksville	PA	19426	Board director appointment	Trojan Hedco, Inc.	-
Employment Agreement	Davis, Steve	8424 S US Highway 1		Port Saint Lucie	FL	34952	Independent Directorship Appointment	CBi Parent, L.P.	-
Elite Retailer Agreement	Day Dreams Uniforms Inc	6020 Market St		Youngstown	OH	44512-2918	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	DeAngelo Uniforms	1240 E Plaza Blvd Ste 603		National City	CA	91950	Titanium Elite	Caresmatic Brands, LLC	-
Customer Contract	Dea's Dancewear Uniforms	111 S 24th St W		Billings	MT	59102-5600	PIE 2.0 Customer Agreement	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Dea's Dancewear Uniform	111 S 24th St W		Billings	MT	59102-5600	PIE 2.0 Customer Agreement	Caresmatic Brands, LLC	-
Software Agreement	Defensive Networks LLC	222 North Pacific Coast Highway	Suite 1620	El Segundo	CA	90245	Order 1102	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Dennis Uniform Mfg Co - Medical	135 SE Hawthorne Blvd		Portland	OR	97214	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Design Resources	8032 Summa Ave Ste C		Baton Rouge	LA	70809	Gold Elite	Caresmatic Brands, LLC	-
Customer Contract	Diamond I Designs	1283 E Expressway Ln		Spanish Fork	UT	84660	PIE 2.0 Customer Agreement	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Diego Wear	487 Phwy Plaza		El Cajon	CA	92020	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Digital 7th Street NE	606 7th Street NE		Little Falls	MN	56345	Gold Elite	Caresmatic Brands, LLC	-
License Agreement	Digital 2260 East El Segundo, LLC	2323 Bryan Street, Suite 1800		Dallas	TX	75201	El Segundo, COLOCATION LICENSE AGREEMENT	Caresmatic Brands, LLC	143
License Agreement	Digital 2260 East El Segundo, LLC	2323 Bryan Street, Suite 1800		Dallas	TX	75201	El Segundo, Colocation Order #Q-0009533	Caresmatic Brands, LLC	-
License Agreement	Digital 2260 East El Segundo, LLC	2323 Bryan Street, Suite 1800		Dallas	TX	75201	El Segundo, COLOCATION LICENSE AGREEMENT	Caresmatic Brands, LLC	-
License Agreement	Digital 2260 East El Segundo, LLC	2323 Bryan Street, Suite 1800		Dallas	TX	75201	El Segundo, Colocation Order # Q-0009533	Caresmatic Brands, LLC	-
License Agreement	Digital Realty Trust, L.P.	2323 Bryan Street, Suite 1800		Dallas	TX	75201	COLOCATION LICENSE AGREEMENT	Caresmatic Brands, LLC	143
Service Agreement	Diligent Corporation	111 West 3rd Street, 16th Floor		New York	NY	10120	ORDER FORM, Agreement Number: Q-730132	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Discount Uniform Sales	5326 E Independence Blvd		Charlotte	NC	28212	Silver Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Discount Medical Uniforms	805 Northlake Blvd		North Palm Beach	FL	33408	Gold Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Discount Scrubs & Fashion	1911 N State Rd 7		Margate	FL	33063	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Discount Uniform Store	13576 University Plaza St		Tampa	FL	33613	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Discount Uniforms	14466 Greenfield Rd		Detroit	MI	48227	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Discount Uniforms Center	1874 Barker Cypress Rd		Houston	TX	77084	Titanium Elite	Caresmatic Brands, LLC	-
License Agreement	Disney Consumer Products, Inc.	500 South Buena Vista St.		Burbank	CA	91521	FIRST AMENDMENT TO THE LICENSE AGREEMENT DATED APRIL 1, 2015	Caresmatic Brands, LLC	-
License Agreement	Disney Consumer Products, Inc.	500 South Buena Vista St.		Burbank	CA	91521	FIRST AMENDMENT TO THE LICENSE AGREEMENT DATED APRIL 1, 2015	Caresmatic Brands, LLC	-
License Agreement	Disney Consumer Products, Inc.	500 South Buena Vista St.		Burbank	CA	91521	SCHEDULE TO LICENSE AGREEMENT	Caresmatic Brands, LLC	-
License Agreement	Disney Consumer Products, Inc.	500 South Buena Vista St.		Burbank	CA	91521	SCHEDULE TO LICENSE AGREEMENT	Caresmatic Brands, LLC	-
License Agreement	Disney Consumer Products, Inc.	500 South Buena Vista St.		Burbank	CA	91521	SECOND AMENDMENT TO LICENSE AGREEMENT	Caresmatic Brands, LLC	-
License Agreement	Disney Consumer Products, Inc.	500 South Buena Vista St.		Burbank	CA	91521	SCHEDULE TO LICENSE AGREEMENT	Caresmatic Brands, LLC	-
License Agreement	Disney Consumer Products, Inc.	500 South Buena Vista St.		Burbank	CA	91521	SCHEDULE TO LICENSE AGREEMENT	Caresmatic Brands, LLC	-
License Agreement	Disney Consumer Products, Inc.	500 South Buena Vista St.		Burbank	CA	91521	FIFTH AMENDMENT TO LICENSE AGREEMENT	Caresmatic Brands, LLC	-
License Agreement	Disney Consumer Products, Inc.	500 South Buena Vista St.		Burbank	CA	91521	FOURTH AMENDMENT TO LICENSE AGREEMENT	Caresmatic Brands, LLC	-
License Agreement	Disney Consumer Products, Inc.	500 South Buena Vista St.		Burbank	CA	91521	SIXTH AMENDMENT TO LICENSE AGREEMENT	Caresmatic Brands, LLC	-
License Agreement	Disney Consumer Products, Inc.	500 South Buena Vista St.		Burbank	CA	91521	THIRD Amendment to License Agreement	Caresmatic Brands, LLC	-
License Agreement	Disney Consumer Products, Inc.	500 South Buena Vista St.		Burbank	CA	91521	FIRST AMENDMENT TO THE LICENSE AGREEMENT DATED MARCH 6, 2018,	Caresmatic Brands, LLC	-
License Agreement	Disney Consumer Products, Inc.	500 South Buena Vista St.		Burbank	CA	91521	SCHEDULE TO LICENSE AGREEMENT	Caresmatic Brands, LLC	-
License Agreement	Disney Consumer Products, Inc.	500 South Buena Vista St.		Burbank	CA	91521	Third Amendment to License Agreement dtd 03/06/18	Caresmatic Brands, LLC	-
License Agreement	Disney Consumer Products, Inc.	500 South Buena Vista St.		Burbank	CA	91521	EXTENSION OF LICENSE AGREEMENT TERM dated 12/18/2023	Caresmatic Brands, LLC	-
License Agreement	Disney Consumer Products, Inc.	500 South Buena Vista St.		Burbank	CA	91521	STANDARD TERMS AND CONDITIONS	Caresmatic Brands, LLC	-
License Agreement	Disney Consumer Products, Inc.	500 South Buena Vista St.		Burbank	CA	91521	Correspondence dated 5/3/2021 from Disney Consumer Products re: consent to transfer & transfer fee	Caresmatic Brands, LLC	-
License Agreement	Disney Consumer Products, Inc.	500 South Buena Vista St.		Burbank	CA	91521	FIRST AMENDMENT TO STANDARD TERMS AND CONDITIONS DATED SEPTEMBER 1, 2013	Caresmatic Brands, LLC	-
License Agreement	Douglis, Inc.	221 Main Street, Suite 1000		San Francisco,	CA	94105	ORDER FORM, Quote Number: Q-00293677	Caresmatic Brands, LLC	-
License Agreement	Dog N Good, LLC	10531 Humboldt Street		Los Alamitos	CA	90720	Agreement - Amendment	Caresmatic Brands, LLC	-
Contractor Agreement	Doll, J. A. Rafael	CAPARRA HTSTATION		SAN JUAN	PR	00822	COMPENSATION	Caresmatic Brands, LLC	-
Professional Services	Dorfin Recano & Company, Inc	PO Box 2032		New York	NY	10272-2042	Voting and Consulting Services Agreement	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Dorothy's Uniform	39759 LBU South		Dallas	TX	75251	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Double Eagle Uniforms	1721 Eastern Blvd		Montgomery	AL	36117	Titanium Elite	Caresmatic Brands, LLC	-
Professional Services	Dr Kwane	P.O. Box 232579		Encinitas	CA	92023-2579	Dr Kwane	Dr Kwane	-
Purchase Agreement	Dr. Richard Sztamko	134 STANLEY ST		HAMILTON	ON	L8P3Y2	Retainer Agreement	Silvers Adaptive, LLC	-
Purchase Agreement	Dr. Richard Sztamko	134 STANLEY ST		HAMILTON	ON	L8P3Y2	Retainer Agreement	Silvers Adaptive, LLC	-
License Agreement	Dr. Seuss Enterprises, L.P.	9645 Scranton Road, Suite 130		San Diego	CA	92121	Amended and Restated License Agreement	Strategic Distribution, L.P.	-
License Agreement	Dr. Seuss Enterprises, LLC	9645 Scranton Road, Suite 130		San Diego	CA	92121	First Amendment to Amended & Restated License Agreement	Caresmatic Brands, LLC	-
Customer Contract	Dress Code	1311 Uniforms		West Ulua	NY	13502-2913	PIE 2.0 Customer Agreement	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Dress Code	8300 E Mill Plain Blvd, Unit B		Vancouver	WA	98664	Gold Elite	Caresmatic Brands, LLC	-
Customer Contract	Dress for Success Uniforms	1619 W State Hwy 71 #548		La Grange	TX	78945	PIE 2.0 Customer Agreement	Caresmatic Brands, LLC	-
Customer Contract	Dress Healthcare Supplies	9387 Kewstown Rd		Philadelphia	PA	19115	PIE 2.0 Customer Agreement	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Dress Healthcare Supplies	9387 Kewstown Rd		Philadelphia	PA	19115	Titanium Elite	Caresmatic Brands, LLC	-
Professional Services	DSII	7301 W. Champions Way		Milwaukee	WI	53223	Transaction Services for DSSI E-Commerce Sites	Caresmatic Brands, LLC	-
Contract Agreement	Dubai, Aien	6108 BITTERSWEET LANE		CHARLOTTE	NC	28276	Independent Sales Contractor Agreement, Effective 10/1/2003	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Dubs Scrubs	5438 Freeway Park Dr		Riverdale	UT	84405-3776	Diamond Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Duty Station Uniforms & Gear	8128 S Memorial Rd		Tulsa	OK	74133	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Dyna Wear	40405 Winchester Rd Ste 102		Temecula	CA	92591	Titanium Elite	Caresmatic Brands, LLC	-

Category	Contract Counterparty	Address 1	Address 2	CITY	STATE	ZIP	Contract Description	Legal Entity	Cure Amount
Elite Retailer Agreement	Dynal Wear - Murieta	40525 California Oaks Rd		Murieta	CA	92550	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	E Z Wear Uniforms	6912 Market St		Upper Darby	PA	19052-2308	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Eagle Group Inc.	6420 Guion Rd		Indianapolis	IN	46288	Silver Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	EK Embroidery	2219 Pass Road		Gulfport	MS	39501	Titanium Elite	Caresmatic Brands, LLC	-
Service Agreement	Elavon, Inc.	7300 Chapman Highway		Knoxville	TN	37920	PAYMENT DEVICE PROCESSING AGREEMENT	Caresmatic Brands, LLC	-
Service Agreement	Elavon, Inc.	7300 Chapman Highway		Knoxville	TN	37920	PAYMENT DEVICE PROCESSING AGREEMENT	Caresmatic Brands, LLC	-
Service Agreement	Elavon, Inc.	7300 Chapman Highway		Knoxville	TN	37920	PAYMENT DEVICE PROCESSING AGREEMENT	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Elavog Inc.	3201 DHemecourt St		New Orleans	LA	70119	Gold Elite	Caresmatic Brands, LLC	-
Customer Contract	Embroidery Express	2495 Eastgate Pl Ste E		Shelbyville	CA	30078	PIE 2.0 Customer Agreement	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Emerson's at the Willow	1631 14th St SW Ste 105		Meach City	IA	50401	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Encore Uniform and Apparel	1420 Riverside Ave Ste 102		Fort Collins	CO	80524	Silver Elite	Caresmatic Brands, LLC	-
Purchase Agreement	Engle Resources LLC	1360 Post Oak Blvd	Suite 440	Houston	TX	77056	Master Electric Energy Sales Agreement	Caresmatic Brands, LLC	27,530
Purchase Agreement	Engle Resources LLC	1360 Post Oak Blvd	Suite 440	Houston	TX	77056	SALES CONFIRMATION	Caresmatic Brands, LLC	-
Purchase Agreement	Engle Resources LLC	1360 Post Oak Blvd	Suite 440	Houston	TX	77056	Master Electric Energy Sales Agreement	Caresmatic Brands, LLC	-
Purchase Agreement	Engle Resources LLC	1360 Post Oak Blvd	Suite 440	Houston	TX	77056	SALES CONFIRMATION TEXAS FIXED PRICE RTC	Caresmatic Brands, LLC	-
Purchase Agreement	Engle Resources LLC	1360 Post Oak Blvd	Suite 440	Houston	TX	77056	SALES CONFIRMATION	Caresmatic Brands, LLC	-
Purchase Agreement	Engle Resources LLC	1360 Post Oak Blvd	Suite 440	Houston	TX	77056	SALES CONFIRMATION	Caresmatic Brands, LLC	-
Purchase Agreement	Engle Resources LLC	1360 Post Oak Blvd	Suite 440	Houston	TX	77056	SALES CONFIRMATION	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Envy Uniforms	215 S Broad St		Gastonia	NC	28054	Titanium Elite	Caresmatic Brands, LLC	-
Employment Agreement	Envi Lehman	340 Royal Assembly Drive		Charleston	SC	29492	Directorship	CBI Parent, L.P.	-
Severance Agreement	Envi Eida	6442 Plant Ave		West Hills	CA	91307	Severance Agreement and Full and Final Release of Claims	Caresmatic Brands, LLC	-
Insurance Agreement	Eudici (Nationwide)	ONE W NATIONWIDE BLVD	1-14-301	COLUMBUS	OH	43215-2220	Product Liability Insurance, Policy Number 7/28/2024	CBI Parent, L.P.	-
Insurance Agreement	Everest Insurance	461 Fifth Avenue, 4th Floor		New York	NY	10017-6234	Commercial Insurance	CBI Parent, L.P.	-
Insurance Agreement	Everest Insurance	461 Fifth Avenue, 4th Floor		New York	NY	10017-6234	Commercial Insurance	CBI Parent, L.P.	-
Insurance Agreement	Everest Insurance	461 Fifth Avenue, 4th Floor		New York	NY	10017-6234	EVEREST EZ EXCESS POLICY CONDITIONAL BINDER	CBI Parent, L.P.	-
Insurance Agreement	Everest National	100 EVEREST WAY		WARREN	NJ	07059	Cyber Liability Insurance, Policy Number 4/1/2024	CBI Parent, L.P.	-
Insurance Agreement	Everest National	100 EVEREST WAY		WARREN	NJ	07059	Executive Risk Package Insurance, Policy Number 1/4/2020	CBI Parent, L.P.	-
Insurance Agreement	Everest National	100 EVEREST WAY		WARREN	NJ	07059	Executive Risk Package Insurance, Policy Number 4/1/2024	CBI Parent, L.P.	-
Group Customer Contract	EyeCare Partners	15933 Clayton Road	Suite 210	Ballwin	MO	63011	PURCHASE AGREEMENT	AlfHearts, LLC	-
Service Agreement	F5 Networks Inc.	59 W. Avenue RD		CHESTER	WA	98703	VENDOR AGREEMENT	Caresmatic Brands, LLC	-
Service Agreement	F5 NETWORKS, INC.	81 FIFTH AVENUE		SEATTLE	WA	98104	F5 MAINTENANCE AGREEMENT	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Family Medical Supply Inc /Scrubz	115 N College St		Mountain Home	AR	72653	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Fashion Brands Uniform	3843 Hamilton Rd Ste B		Columbus	GA	31904-7174	Titanium Elite	Caresmatic Brands, LLC	-
Customer Contract	Fashion For Less (NY) Inc.	204-09 Hillside Ave		Hollis	NY	11423	PIE 2.0 Customer Agreement	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Fashion For Less (NY) Inc.	204-09 Hillside Ave		Hollis	NY	11423	Titanium Elite	Caresmatic Brands, LLC	-
Customer Contract	Fashion Depot LLC	5329 Central Ave		Saint Petersburg	FL	33710	PIE 2.0 Customer Agreement	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Fashion Uniforms II	3402 Jerome Ave		Bronx	NY	10467	Titanium Elite	Caresmatic Brands, LLC	-
Customer Contract	Fashionable Scrubs	1630 E. Washington St		Colton	CA	92324	PIE 2.0 Customer Agreement	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Fashionable Scrubs	1630 E. Washington St		Colton	CA	92324	Gold Elite	Caresmatic Brands, LLC	-
Insurance Agreement	Federal Insurance Company (Chubb)	CAPITAL CENTER	251 NORTH ILLINOIS STE 1100	INDIANAPOLIS	IN	46204-1927	Business Automobile - Policy No. 73635477	CBI Parent, L.P.	-
Insurance Agreement	Federal Insurance Company (Chubb)	CAPITAL CENTER	251 NORTH ILLINOIS STE 1100	INDIANAPOLIS	IN	46204-1927	Business Auto Insurance, Policy Number 7/28/2024	CBI Parent, L.P.	-
Insurance Agreement	Federal Insurance Company (Chubb)	CAPITAL CENTER	251 NORTH ILLINOIS STE 1100	INDIANAPOLIS	IN	46204-1927	Commercial Package Insurance, Policy Number 7/28/2024	CBI Parent, L.P.	-
Insurance Agreement	Federal Insurance Company (Chubb)	CAPITAL CENTER	251 NORTH ILLINOIS STE 1100	INDIANAPOLIS	IN	46204-1927	Umbrella Liability Insurance, Policy Number 7/28/2024	CBI Parent, L.P.	-
Professional Services	FedEx	942 South Shady Grove Road		Memphis	TN	38120-4117	FedEx Transportation Services Agreement	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Fernaz de Camargo e Matsunaga Advogados	Rua Argutelo Clavo Redig de Campos	105 - Torre A	Sao Paulo	Brazil	04711-904	Legal Services Agreement	Caresmatic Brands, LLC	-
Contractor Agreement	Finn Food Service	2 Howe St Suite 2B		New Haven	CT	06511	Diamond Elite	Caresmatic Brands, LLC	-
Customer Contract	First Uniform Inc	14626 McCormick Place		Tampa	FL	33628	Principal Representative Group Agreement effective 1/3/2018	Caresmatic Brands, LLC	-
Elite Retailer Agreement	First Uniform Inc	3616 Lathrop Dr		Charlotte	NC	28211-1183	PIE 2.0 Customer Agreement	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Fittings Unlimited, Inc.	402 10th St SE Ste 500		Oakland	CA	52403	Titanium Elite	Caresmatic Brands, LLC	-
License Agreement	FiveTian Inc.	405 14th Street, Suite 1100		Cedar Rapids	IA	52403	Service Order	Caresmatic Brands, LLC	-
Customer Contract	Flemington Department Store	151 Rite 31		Flemington	NJ	08822-5748	PIE 2.0 Customer Agreement	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Flemington Department Store	151 Rite 31		Flemington	NJ	08822-5748	Gold Elite	Caresmatic Brands, LLC	-
License Agreement	FLOQAST	14721 CAFILA ST		SHERMAN OAKS	CA	91411	FLOQAST SERVICES ORDER	Caresmatic Brands, LLC	-
Customer Contract	Florida Uniforms And Supplies	3501 SW 2nd Ave		Gainesville	FL	32607	PIE 2.0 Customer Agreement	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Florida Uniforms And Supplies	3501 SW 2nd Ave		Gainesville	FL	32607	Caresmatic Brands, LLC	Caresmatic Brands, LLC	-
Customer Contract	FM Scrubs	118-A Main St		Rising Sun	IN	47040	PIE 2.0 Customer Agreement	Caresmatic Brands, LLC	-
Elite Retailer Agreement	FoneTech	2180 Iowa Blvd		Vicksburg	MS	39180	Titanium Elite	Caresmatic Brands, LLC	-
License Agreement	Forceamp.com LLC	820 Highland Park Ave		Coraville	IA	52241	Invoice	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Four Seasons	73-19 Roosevelt Ave		Jackson Heights	NY	11372	Titanium Elite	Caresmatic Brands, LLC	-
Contractor Agreement	Fox, Lennie	940 HOOKLINE CIR		LOXAHATCHEE	FL	33470	Independent Sales Contractor Agreement, Effective 8/1/2001	Caresmatic Brands, LLC	-
Contractor Agreement	Fox, Lennie	940 HOOKLINE CIR		LOXAHATCHEE	FL	33470	Independent Sales Contractor Agreement, Effective 8/1/2001	Caresmatic Brands, LLC	-
Contractor Agreement	Fox, Lennie	940 HOOKLINE CIR		LOXAHATCHEE	FL	33470	Independent Sales Contractor Agreement, Effective 8/1/2001	Caresmatic Brands, LLC	-
Customer Contract	Frank's Mt. Mart Inc	2405 Mc Faddin St		Beaumont	TX	77702	PIE 2.0 Customer Agreement	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Frank's Mt. Mart Inc	2405 Mc Faddin St		Beaumont	TX	77702	Titanium Elite	Caresmatic Brands, LLC	-
Software Agreement	Fraxion Spend Management LLC	3131 Elliott Ave	Suite 450	Seattle	WA	98121	Supplemental Fraxion License Agreement dated 10/13/2023	Caresmatic Brands, LLC	-
Software Agreement	Fraxion Spend Management LLC	3131 Elliott Ave	Suite 450	Seattle	WA	98121	Supplemental Fraxion License Agreement dated 10/30/2019	Caresmatic Brands, LLC	-
Software Agreement	Fraxion Spend Management LLC	3131 Elliott Ave	Suite 450	Seattle	WA	98121	Supplemental Fraxion License Agreement dated 5/15/2023	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Friends Gift Shop	8075 Medical Ctr Dr		Morgantown	WV	26506	Migration Work Order	Caresmatic Brands, LLC	-
Purchase Agreement	FULLSTORY CONTACT	1745 Peachtree St. NW Ste G		ATLANTA	GA	30309	Gold Elite	Caresmatic Brands, LLC	-
Service Agreement	Gamut Management LLC	9 COVENTRY RD		LIVINGSTON	NJ	07039	SALES ORDER FORM	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Gant's Uniform Inc.	2242 Augusta St		Greenville	SC	29605-1764	Statement of Work	Silverts Adaptive, LLC	-
Elite Retailer Agreement	Gant's Uniform Inc.	2242 Augusta St		Greenville	SC	29605-1764	Gold Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Gant's Medical	485 First St North		Winter Haven	FL	33881-4114	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Gatway Uniforms	120 Sunset Ave		Roseville	CA	95661	Gold Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Glamour Uniforms	4951 Sunset Blvd		Hollywood	CA	90027	Titanium Elite	Caresmatic Brands, LLC	-
License Agreement	Global Marsh Property Owner, L.P.	2440 Marsh Ln		Carrollton	TX	75006	Colocation Order # G-00069974	Caresmatic Brands, LLC	-
Customer Contract	Gloria Kay Uniforms	3720 N 124th St Unit G		Wauwatosa	WI	53222	PIE 2.0 Customer Agreement	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Gloria Kay Uniforms	3720 N 124th St Unit G		Wauwatosa	WI	53222	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	GGG Uniforms, Inc.	2740 Franklin Rd		Roanoke	VA	24014	Silver Elite	Caresmatic Brands, LLC	-
Service Agreement	Goodman's Uniforms	5100 Eldorado Pkwy, Unit 102-385		Mokenney	TX	75070	Customer Master Service Agreement	Caresmatic Brands, LLC	7,630
Elite Retailer Agreement	Goodman's Uniforms	1350 W Broad St		Columbus	OH	43222-1345	Silver Elite	Caresmatic Brands, LLC	-
Service Agreement	Google Inc.	1600 Amphitheatre Parkway		Mountain View	CA	94043	Parental Guarantee	Silverts Adaptive, LLC	-
Service Agreement	Google LLC	1600 Amphitheatre Parkway		Mountain View	CA	94043	Guaranty	Silverts Adaptive, LLC	-
Elite Retailer Agreement	Goulet's Discount Medical	3901 Dutchess Ln		Louisville	KY	40207	Gold Elite	Caresmatic Brands, LLC	-
Purchase Agreement	GP Cornugated LLC	133 Peachtree Street NE		Atlanta	GA	30303	Supply Agreement	Caresmatic Brands, LLC	11,639
Purchase Agreement	GP Cornugated LLC	133 Peachtree Street NE		Atlanta	GA	30303	Extension Agreement	Caresmatic Brands, LLC	-
Purchase Agreement	GP Cornugated LLC	133 Peachtree Street NE		Atlanta	GA	30303	Extension Agreement	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Grace Anna's Boutique	2429 Bissonnet St #619		Houston	TX	77005	Silver Elite	Caresmatic Brands, LLC	-
Customer Contract	Grannys Uniforms Work Fashions & More	2525 College Ave		Alton	IL	62002	PIE 2.0 Customer Agreement	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Great Lakes Workwear	2825 Highland Rd #125		Highland	MI	48356	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Great Plains Uniforms	4368 S 68th St		Omaha	NE	68127	Silver Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Great Scrubs & More	307 Kentucky Ave Ste A-3		West Plains	MO	65775	Gold Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Green River Scrubs	3546 S Suncoast Blvd		Homoassa	FL	34448	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Greg's Uniforms	2408 Commerce Road		Jacksonville	NC	28544	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Greg's Uniforms	2408 Commerce Road		Jacksonville	NC	28544	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Griffins Uniforms	115 Lamar		Bainbridge	GA	39817	Titanium Elite	Caresmatic Brands, LLC	-
Contractor Agreement	Grillo, Vince	2305 Norwich Street		Flower Mound	TX	75028	Independent Sales Contractor Agreement, Effective 10/1/2009	Caresmatic Brands, LLC	-
Contractor Agreement	Grillo, Vince	2305 Norwich Street		Flower Mound	TX	75028	Changes to Agreement - Fax dated 11/4/2003	Caresmatic Brands, LLC	-
License Agreement	GS1 US, Inc.	7887 Washington Village Drive		Dayton	OH	45459	License of GS1 Company Prefix	Strategic Distribution, L.P.	-
Manufacturing Agreement	Haschette Filippachi Presse S.A.	149 Rue Anatole	Levallois-Perret Cedex		92534		LICENSE AGREEMENT	Caresmatic Brands, LLC	-
Others	Halo Brand Solutions, Inc.	3182 MOMENTUM PL		CHICAGO	IL	60689-5331	2024 Preferred Supplier Program	Caresmatic Brands, LLC	-
Customer Contract	Hanover Uniforms Co.	3501 Mammeno Ct		Baltimore	MD	21230	PIE 2.0 Customer Agreement	Caresmatic Brands, LLC	-
Contractor Agreement	Hanson, Robert	13765 ST CHARLES ROCK RD #114		BRIDGETON	MO	63044	Independent Sales Contractor Agreement, Effective 9/1/2011	Caresmatic Brands, LLC	-
Contractor Agreement	Hanson, Robert	13765 ST CHARLES ROCK RD #114		BRIDGETON	MO	63044	Independent Sales Contractor Agreement, Effective 9/1/2011	Caresmatic Brands, LLC	-
Insurance Agreement	HARTFORD	ONE HARTFORD PLZ		HARTFORD	CT	06155	Commercial Insurance	AlfHearts, LLC	-
Insurance Agreement	HARTFORD	ONE HARTFORD PLZ		HARTFORD	CT	06155	Commercial Insurance	Caresmatic Brands, LLC	-

Category	Contract Counterparty	Address 1	Address 2	CITY	STATE	ZIP	Contract Description	Legal Entity	Cure Amount
Insurance Agreement	HARTFORD	ONE HARTFORD PLAZA		HARTFORD	CT	06155	International Insurance, Policy Number 7/28/2024	C2I Parent, L.P.	-
Elite Retailer Agreement	Hawai Work Uniforms, LLC	1728 Kaahumanu Ave #D		Wailuku	HI	96753	Silver Elite	Careismatic Brands, LLC	-
License Agreement	HawkSearch	2700 S RIVE RD STE 400		DES PLAINES	IL	60018	Software Proposal	AllHearts, LLC	-
Elite Retailer Agreement	Health Essentials	3230 S Wisconsin Ste F		Joplin	MO	64804	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Health First Medical Equipment	1131 W New Haven Ave Ste 101		West Melbourne	FL	32901	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	HealthWear Inc.	1320 Reid Wolf Blvd		Jonesboro	AR	72401	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Heids Uniforms	1418 A Stratford Rd		Winston Salem	NC	27103	Diamond Elite	Careismatic Brands, LLC	-
Service Agreement	21 Goshawk Road			Toronto	ON	162 643	Continuous general agency agreement	Strategic Distribution, L.P.	-
Contractor Agreement	Hirshaw, Craig	161 Mill Spring		Coatesville	IN	46121	Independent Sales Contractor Agreement, Effective 6/1/2010	Careismatic Brands, LLC	-
Contractor Agreement	Hosch, Dan	14803 FOREST OAKS DR STE 300		LOUISVILLE	KY	40245	Independent Sales Contractor Agreement, Effective 1/1/2013	Careismatic Brands, LLC	-
Elite Retailer Agreement	House of Angels	307 W 125th St		New York	NY	10027	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Hula B's, LLC	528 Harlow Rd.		Springfield	IL	97477	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Ideal Department Store	1816 Flatbush Ave		Brooklyn	NY	11210	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Identity Factor, LLC	2965 N Germantown Rd Ste 125		Bartlett	TN	38133	Titanium Elite	Careismatic Brands, LLC	-
Consulting Agreement	IFranchise Group	900 W. 175th Street, 2nd Floor		Homewood	IL	60430	Franchise Feasibility Assessment	Careismatic Brands, LLC	-
Elite Retailer Agreement	IHC Supply, Inc.	3911 Central Ave Ste H		Hot Springs	AR	71913	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Images Shop	1330 Mercy Dr NW		Canton	OH	44708-2626	Silver Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Intaj's Uniforms	2720 Maple Ave		Zanesville	OH	43701	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	In Home Care, Inc.	201 Nottingham Ave NE		Wise	VA	24293-5612	Silver Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	In Home Medical	300 Coles Centre Pkwy		Mattson	IL	61938	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Infinity Scrubs, LLC.	10720 N Rodney Perham Road #D11		Little Rock	AR	72212	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Inka's Uniforms	11626 Sherwood Forest Ct		Baton Rouge	LA	70816	Silver Elite	Careismatic Brands, LLC	-
License Agreement	INRIVER AB	Sodra Tullgatan 4		Mainö		211 40	ORDER FORM ID 556650-5573	Careismatic Brands, LLC	-
Software Agreement	Insight Direct, Inc.	2701 E. INSIGHT WAY		CHANDLER	AZ	85296	MICROSOFT PRODUCTS AND SERVICES AGREEMENT	Careismatic Brands, LLC	-
License Agreement	Insight Enterprises, Inc.			Tempe	AZ	85283	E-Mail Security Change Order Form	Strategic Distribution, L.P.	-
License Agreement	Insight Enterprises, Inc.	6820 South Hart Street		Tempe	AZ	85283	E-Mail Security Service Order Form	Strategic Distribution, L.P.	-
License Agreement	INTELLIGENT FABRIC TECHNOLOGIES (NORTH AMERICA) INC.	525 Denison Street, Unit 2		Markham	ON	L3R 1B8	License and Supply Agreement	Careismatic Brands, LLC	-
License Agreement	Interact one inc	4665 CORNELL RD	STE 255	CINCINNATI	OH	45241	Magento Maintenance & Support - Monthly Retainer	Medella, LLC	3,200
License Agreement	4665 CORNELL RD		STE 255	CINCINNATI	OH	45241	Magento Maintenance & Support - Monthly Retainer	Medella, LLC	-
Consulting Agreement	IPG DXTNA, Inc. d/b/a Weber Standwick	909 THRD AVE		NEW YORK	NY	10022	Agreement for Professional Service	Careismatic Brands, LLC	-
Service Agreement	Ironadise Inc	100 Wilshire Blvd, Suite 700		Santa Monica	CA	90401	Letter Agreement dated 11/30/2023	Careismatic Brands, LLC	8,000
Elite Retailer Agreement	J & E Uniforms Inc	2425 Jefferson Davis Hwy		Sanford	NC	27332-7104	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	J & E Professional Uniform Shop	684 Maple Valley		Frammington	MO	63640	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	J&D Uniforms, LLC.	1057 Goodman Rd		Horn Lake	MS	38637	Titanium Elite	Careismatic Brands, LLC	-
Lease	J.W. Properties Group, LLC	2583 Walnut Avenue		Geneva	IL	60134	Confirmation of Commencement of Lease Agreement	Careismatic Brands, LLC	-
Lease	J.W. Properties Group, LLC	2583 Walnut Avenue		Geneva	IL	60134	Office Lease	Careismatic, LLC	-
Lease	J.W. Properties Group, LLC	2583 Walnut Avenue		Geneva	IL	60134	First Amendment to Office Lease Agreement	Careismatic Brands, LLC	-
Lease	J.W. Properties Group, LLC	2583 Walnut Avenue		Geneva	IL	60134	Second Amendment to Office Lease Agreement	Careismatic Brands, LLC	-
Lease	J.W. Properties Group, LLC	2583 Walnut Avenue		Geneva	IL	60134	Property Tax Memo - Notice of Increase	Careismatic Brands, LLC	-
Lease	J.W. Properties Group, LLC	2583 Walnut Avenue		Geneva	IL	60134	Office Lease	Careismatic Brands, LLC	-
Lease	J.W. Properties Group, LLC	2583 Walnut Avenue		Geneva	IL	60134	Confirmation of Commencement of Lease Agreement and Office Lease	Careismatic Brands, LLC	-
Lease	J.W. Properties Group, LLC	2583 Walnut Avenue		Geneva	IL	60134	First Amendment to Office Lease Agreement	Careismatic Brands, LLC	-
Lease	J.W. Properties Group, LLC	2583 Walnut Avenue		Geneva	IL	60134	Second Amendment to Office Lease Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	JZ Scrubs	15775 Hwy 83		Sublette	KS	67877	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Jack L. Marcus Inc	5300 W Fond Du Lac Ave		Milwaukee	WI	53216-1348	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Carl VAN VRANKEN	141 CURRIER DR		MANCHESTER	NH	03104	Independent Sales Contractor Agreement, Effective 3/22/2002	Careismatic Brands, LLC	-
Elite Retailer Agreement	Jakes Kids LLC - School	509 A St Mary Hwy		Thibodaux	LA	70301	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	James Medical Uniforms	7821 Cookwater Rd Ste B		Fort Wayne	IN	46820-3409	Titanium Elite	Careismatic Brands, LLC	-
Contractor Agreement	Jane McCalvey	1028 LEOCAY HILLS DR		FRANKLIN	TN	37064	Independent Contractor/Proprietary Information/Assignment of Inventions Agreement	Careismatic Brands, LLC	-
Customer Contract	Jan's Uniforms	26914 Gena Dr		Chesterfield	MI	48051-1532	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Jan's Uniforms	26914 Gena Dr		Chesterfield	MI	48051-1532	Titanium Elite	Careismatic Brands, LLC	-
Customer Contract	Jays Uniform - Medical	1000 Springfield Ave		Irrington	NJ	7111	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Jays Uniform - Medical	1000 Springfield Ave		Irrington	NJ	7111	Diamond Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Jenness Uniform Centers	4728 Virginia Beach Blvd		Virginia Beach	VA	23462	Titanium Elite	Careismatic Brands, LLC	-
Contractor Agreement	Jerred Friedland	9461 Charleville Blvd., #190		Beverly Hills	CA	90212	Independent Contractor/Propriety Information/Assignment of Inventions Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Jessie's Uniforms	5855 E Speedway Blvd		Tucson	AZ	85712	Titanium Elite	Careismatic Brands, LLC	-
Software Agreement	Jesta I.S. Inc.	755 RUE BERRI STE 200		MONTREAL	QC	H2Y3E5	Statement of Work	Careismatic Brands, LLC	-
Software Agreement	Jesta I.S. Inc.	755 RUE BERRI STE 200		MONTREAL	QC	H2Y3E5	Statement of Work	Careismatic Brands, LLC	-
Software Agreement	Jesta I.S. Inc.	755 RUE BERRI STE 200		MONTREAL	QC	H2Y3E5	Addendum License Agreement	Careismatic Brands, LLC	-
Software Agreement	Jesta I.S. Inc.	755 RUE BERRI STE 200		MONTREAL	QC	H2Y3E5	ADDENDUM to Software License Agreement	Careismatic Brands, LLC	-
Software Agreement	Jesta I.S. Inc.	755 RUE BERRI STE 200		MONTREAL	QC	H2Y3E5	Software as of Service Agreement (SAAS)	Careismatic Brands, LLC	-
Contractor Agreement	JIM BARLOW	913 FOREST HIGHLANDS RD		PRESCOTT	AZ	86303	Independent Sales Contractor Agreement, Effective 1/7/2002	Careismatic Brands, LLC	-
Service Agreement	JMG Security Systems, Inc	733 S. Marquette Ave		Minneapolis	MN	55402	Commercial Security/Fire Alarm System Agreement	Strategic Distribution, L.P.	2,401
Service Agreement	JMG Security Systems, Inc	17150 NEWHOPE ST STE 109		FOUNTAIN VALLEY	CA	92708	Addendum to Original Agreement	Strategic Distribution, L.P.	-
Service Agreement	JMG Security Systems, Inc	17150 NEWHOPE ST STE 109		FOUNTAIN VALLEY	CA	92708	Addendum to Security/Fire Alarm System Agreement dtd 08-09-05	Strategic Distribution, L.P.	-
Elite Retailer Agreement	Joan's Uniforms	11634 HW 915 S Pl		Halifax Gardens	FL	33018	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Joan's Uniforms	165 Heinberg Dr		Colchester	VT	05448-6810	Gold Elite	Careismatic Brands, LLC	-
Contractor Agreement	Jonathan F. Hackett	405 20th Place		Manhattan Beach	CA	90266	Consulting Agreement / Proprietary Information / Assignment of Inventions Agreement	Careismatic Brands, LLC	-
Contractor Agreement	Jonathan F. Hackett	405 20th Place		Manhattan Beach	CA	90266	Independent Contractor / Proprietary Information / Assignment of Inventions Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Jones Medical Equipment	522 Elma G Miles Pkwy		Hinesville	GA	31313	Silver Elite	Careismatic Brands, LLC	-
Contractor Agreement	Jose Mendola	5515 Canoga Avenue	Unit 109	Los Angeles	CA	91367	Independent Contractor Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Joosie's Uniform Boutique	54 New Hartford Shopping Ctr		New Hartford	NY	13413	Silver Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	JT Healthcare Uniforms	919 S Main St		Salinas	CA	93901	Gold Elite	Careismatic Brands, LLC	-
Contractor Agreement	Julie Gimber	2010 Prince Way		Reno	NV	89503	Independent Contractor Agreement	Careismatic Brands, LLC	-
Contractor Agreement	Justicia, Andy	216 CHESTERFIELD CT		SCHALMBURG	IL	60193	Independent Sales Contractor Agreement, Effective 12/1/2008	Careismatic Brands, LLC	-
Contractor Agreement	Justicia, Andy	216 CHESTERFIELD CT		SCHALMBURG	IL	60193	Independent Sales Contractor Agreement, Effective 1/1/2012	Careismatic Brands, LLC	-
Service Agreement	JVS Melotti Solucoes Texteis Ltda.	LOTEAMENTO INDUSTRIAL WERNER PLAAS		AMERICANA, SAN PAOLO		01347-8734	Representation Agreement	Careismatic Brands, LLC	-
Service Agreement	JVS Melotti Solucoes Texteis Ltda.	LOTEAMENTO INDUSTRIAL WERNER PLAAS		AMERICANA, SAN PAOLO		01347-8734	Representation Agreement	Careismatic Brands, LLC	-
Service Agreement	JVS Melotti Solucoes Texteis Ltda.	LOTEAMENTO INDUSTRIAL WERNER PLAAS		AMERICANA, SAN PAOLO		01347-8734	Representation Agreement	Careismatic Brands, LLC	-
Lease	JW Properties, LLC	2683 Walnut Ave		Geneva	IL	60134	First Amendment to Office Lease dated 4/1/2013	Strategic Distribution, L.P.	-
Elite Retailer Agreement	K & M Uniforms, Inc.	234 Lower Hudson Ave		Green Island	NY	12183	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	K C Uniforms, LLC	1229 Pheview Dr		Morgantown	WV	26505	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Kearney's Medical Uniforms	10959 Magnolia Ave		Riverside	CA	92503	Gold Elite	Careismatic Brands, LLC	-
Consulting Agreement	Karla Bakersmith	2537 Baxton Way		Chesterfield	MO	63017	Consulting Agreement / Propriety Information / Assignment of Inventions Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Kassalauand Uniform Inc.	485 S Broadway		Yonkers	NY	10705	Silver Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Kay Fastback	1270 N Euclid St		Anaheim	CA	92801-1966	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Keelegh's Uniforms	115 S Main St		New Port Richey	FL	34653	Gold Elite	Careismatic Brands, LLC	-
Service Agreement	Kelley Johnson	1826 12th St, #4		Manhattan Beach	CA	90266	Talent/Marketing Agreement	Careismatic Brands, LLC	-
Customer Contract	Kelly's Uniforms/ Sassy Scrubs	2253 Hwy 15N Pine-tree Village		Laurel	MS	39440	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Kelly's Uniforms/ Sassy Scrubs	2253 Hwy 15N Pine-tree Village		Laurel	MS	39440	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Ken Allen Uniform	1046 W Hamilton St		Allentown	PA	18101-1033	Gold Elite	Careismatic Brands, LLC	-
Consulting Agreement	Kendall Barber	10534 SW BARBER ST		WILSONVILLE	OR	97070	Independent Contractor Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Kiefer Uniforms & Alterations	1671 Hoffman Rd, Suite 130		Green Bay	WI	54211	Titanium Elite	Careismatic Brands, LLC	-
Contractor Agreement	Kimmelman, Warren	357 ENGLAND PL		MARIETTA	GA	30066	Independent Sales Contractor Agreement, Effective 1/1/2006	Careismatic Brands, LLC	-
Contractor Agreement	Kimmelman, Warren	357 ENGLAND PL		MARIETTA	GA	30066	Independent Sales Contractor Agreement, Effective 7/18/2001	Careismatic Brands, LLC	-
Contractor Agreement	Kirkland & Ellis LLP	300 N LaSalle St		MARIETTA	GA	30066	INDEPENDENT SALES CONTRACTOR AGREEMENT, EFFECTIVE 7/11/2001	Careismatic Brands, LLC	-
Professional Services	Knoy Apparel, Inc.	1164 S Creasy Ln		Chicago	IL	60654	Legal Services Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Korica Minolta	1164 S Creasy Ln		Lafayette	IN	47905	Titanium Elite	Careismatic Brands, LLC	-
Service Agreement	Krazy Kat Sportswear LLC	20 Williams Drive		Ramsey	NJ	07446	Maintenance Agreement	Krazy Kat Sportswear LLC	1,696
Service Agreement	Krazy Kat Sportswear LLC	811 Main Street		Houston	TX	77002	Engagement Letter	Careismatic Brands, LLC	-
Intercompany Agreement	Kristen Uniforms & Linens	25 East Union Ave		EastRutherford	NJ	7073	Amended & Restated Operating Agreement of Krazy Kat Sportswear LLC	Careismatic Group II, Inc.	-
Elite Retailer Agreement	Kristen Uniforms & Linens	2010 Eggert Rd		Amherst	NY	14226-2101	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Kristen's Scrub Shop	517 West Broadway		Manitowish	OK	74401	Titanium Elite	Careismatic Brands, LLC	-
Customer Contract	K-Scrubs	321 Fort Riley Blvd		Manhattan	KS	66502	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	La Bella Uniforms	19420 S La Grange Rd		Mokona	IL	60448	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	La Bella Uniforms, LLC	19420 S La Grange Rd		Mokona	IL	60448	Diamond Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	La Parisienne IL LLC	214 N River St Ste 1		Calhoun	GA	30701	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	La Parisienne Uniforms	927 N Glenwood Ave		Dalton	GA	30721-2618	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	LA Uniforms, LLC	8312 Florida Blvd Ste B		Baton Rouge	LA	70806	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Labors of Love Scrubs LLC	1020 E Cork St		Calumet	MI	49001	Silver Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Lafayette Bargain Store	1800 Kaliste Salmoon Road Ste#300		Lafayette	LA	70508	Diamond Elite	Careismatic Brands, LLC	-
License Agreement	LAFIG Belgium s.a.	Rue du Cerf 85		Genval		1332	Merchandise License Agreement	Careismatic Brands, LLC	5,000
License Agreement	LAFIG Belgium s.a.	Rue du Cerf 85		Genval		1332	MERCHANDISING LICENSE AGREEMENT	Careismatic Brands, LLC	-

Category	Contract Counterparty	Address 1	Address 2	CITY	STATE	ZIP	Contract Description	Legal Entity	Cure Amount
Elite Retailer Agreement	Meg's Medical Scrubs & Boutique	205 1st Street S		Winter Haven	FL	33890	Titanium Elite	Caresmastic Brands, LLC	-
Elite Retailer Agreement	Memorial Uniforms	12371 Kingside Ln		Houston	TX	77024	Titanium Elite	Caresmastic Brands, LLC	-
Service Agreement	Merchant Centric	31365 Oak Crest Dr., Ste. 100		Westlake Village	CA	91361	Order Form Agreement	Caresmastic Brands, LLC	-
Service Agreement	Merchant Centric	31365 Oak Crest Dr., Ste. 100		Westlake Village	CA	91361	Amendment Agreement No. 1	Caresmastic Brands, LLC	-
Customer Contract	Mercy Home Medical	841 Springdale Dr		Clinton	IA	52732	PIE 2.0 Customer Agreement	Caresmastic Brands, LLC	-
Elite Retailer Agreement	Mercy Home Medical	841 Springdale Dr		Clinton	IA	52732	Silver Elite	Caresmastic Brands, LLC	-
Elite Retailer Agreement	Meridy's Uniform	208 Madison St		Valdala	GA	30474-4338	Diamond Elite	Caresmastic Brands, LLC	-
Service Agreement	Mettler-Toledo, LLC	1900 Polaris Parkway		Columbus	OH	43240-4035	Service Contract Acknowledgment	Caresmastic Brands, LLC	-
Service Agreement	Mettler-Toledo, LLC	1900 Polaris Parkway		Columbus	OH	43240-4035	Service Contract Acknowledgment 183646515	Caresmastic Brands, LLC	-
Employment Agreement	Michael Penner	632 Clarke Avenue		Westmont	QC	H3Y 3E4	Directorship Appointment	CBI Parent, L.P.	-
Software Agreement	MICROSOFIT CORPORATION	1310-B S Los Angeles St	6100 NEIL ROAD, SUITE 210	Los Angeles	CA	90015	Diamond Elite	Caresmastic Brands, LLC	-
Elite Retailer Agreement	MidSouth Medical Equipment	DEPT. 551, VOLUME LICENSING		RENO	NV	89511-1137	MICROSOFIT PRODUCTS AND SERVICES AGREEMENT	Caresmastic Brands, LLC	-
Elite Retailer Agreement	Midwest Uniform Suppliers Jasper	3209 Broad St		Monroe	LA	71201	Titanium Elite	Caresmastic Brands, LLC	-
Elite Retailer Agreement	Midwest Uniform Supply	423 S US Hwy 231		Jasper	IN	47546	Titanium Elite	Caresmastic Brands, LLC	-
Elite Retailer Agreement	Midwest Uniform Supply	627 N Seminary St		Galesburg	IL	61401-2011	Titanium Elite	Caresmastic Brands, LLC	-
Elite Retailer Agreement	Mid-west Uniforms	912 La Porte Rd		Waterloo	IL	50702-1836	Titanium Elite	Caresmastic Brands, LLC	-
Consulting Agreement	Miller Ink, Inc.	11400 West Olympic Blvd., Suite 300		Los Angeles	CA	90064	Miller Ink Master Services Agreement	Caresmastic Brands, LLC	2,064
Contractor Agreement	Ming, Eddie R.	8536 Breakers Point		Dallas	TX	75243	Independent Sales Contractor Agreement, Effective 10/1/2010	Caresmastic Brands, LLC	-
Contractor Agreement	Miracle Distributors	327 Hilda Street		East Meadow	NY	11554	Independent Sales Contractor Agreement	Caresmastic Brands, LLC	-
Contractor Agreement	Miracle Distributors	327 Hilda Street		East Meadow	NY	11554	Independent Sales Contractor Agreement, Effective 11/1/2008	Caresmastic Brands, LLC	-
Contractor Agreement	MIRACLE DISTRIBUTORS (ANTHONY MASSERIA)	327 HILDA STREET		EAST MEADOW	NY	11554	Independent Sales Contractor Agreement, Effective 11/1/2008	Caresmastic Brands, LLC	-
Service Agreement	Mister Sweeper LP	P.O. Box 560048		Dallas	TX	75356	Sweeper Contract	Strategic Distribution, L.P.	92
Service Agreement	Mister Sweeper LP	P.O. Box 560048		Dallas	TX	75356	Sweeper Contract	Strategic Distribution, L.P.	-
Consulting Agreement	Mobley, Wendell	12358 Alderjen Street		Moopark	CA	93021	Consulting Agreement Proprietary Information Assignment of Inventions Agreement	Caresmastic Brands, LLC	-
Elite Retailer Agreement	Model Uniforms	110 Vista Drive, Suite C		Chastlerol	PA	15022	Silver Elite	Caresmastic Brands, LLC	-
Elite Retailer Agreement	More Than Scrubs LLC	480 Wilson Ave		Thomasville	AL	36784	Gold Elite	Caresmastic Brands, LLC	-
Elite Retailer Agreement	Morgan's Shoes & Bootery	2755 E Franklin Blvd		Gastonia	NC	28056	Titanium Elite	Caresmastic Brands, LLC	-
Service Agreement	Moss Adams LLP	10960 Wilshire Boulevard	Suite 1100	Los Angeles	CA	90024	Professional Services Agreement	New Trojan Parent, Inc.	-
Service Agreement	Moss Adams LLP	10960 Wilshire Boulevard		Los Angeles	CA	90024	Master Services Agreement Addendum Business Entity Tax Returns	Strategic Partners Acquisition Corp.	-
Service Agreement	Moss Adams LLP	10960 Wilshire Boulevard	Suite 1100	Los Angeles	CA	90024	Master Services Agreement Addendum Transaction Services	Trojan Holdco, Inc.	-
Service Agreement	Moss Adams LLP	10960 Wilshire Boulevard	Suite 1100	Los Angeles	CA	90024	Addendum	Caresmastic Brands, LLC	-
Employment Agreement	Mr. Larry Benjamin	130 E ONWENTSA RD		LAKE FOREST	IL	60045	Board of Director Appointment	Trojan Holdco, Inc.	-
Employment Agreement	Mr. Lawrence Jackson	2312 ELLISTON PL #451		NASHVILLE	TN	37203	Board of Director Appointment	Trojan Holdco, Inc.	-
Service Agreement	MRP Management Services	2502 NCLAND FRAMIE DR		VENOOR	TX	75050	VENDOR AGREEMENT	Caresmastic Brands, LLC	-
Employment Agreement	Ms. Kathleen Sanford	PO Box 350		Oalia	WA	98359	Board director appointment	Trojan Holdco, Inc.	-
Employment Agreement	Ms. Kathleen Sanford	PO Box 350		Oalia	WA	98359	Incentive Unit Grant Agreement	New Trojan Parent, Inc.	-
Elite Retailer Agreement	My Uniform Shop	30 E Main St		Palmyra	PA	17071	Gold Elite	Caresmastic Brands, LLC	-
Customer Contract	My Uniform Corner	4500 Rogers Ave Suite 1		Fort Smith	AR	72903	PIE 2.0 Customer Agreement	Caresmastic Brands, LLC	-
Elite Retailer Agreement	My Uniform Corner	4500 Rogers Ave Suite 1		Fort Smith	AR	72903	Titanium Elite	Caresmastic Brands, LLC	-
Software Agreement	Narvar, Inc.	3 East Third Avenue	Suite 211	San Mateo	CA	94401	CHANGE ORDER	Caresmastic Brands, LLC	-
Software Agreement	Narvar, Inc.	3 East Third Avenue	Suite 211	San Mateo	CA	94401	Service Order	Caresmastic Brands, LLC	-
Software Agreement	Narvar, Inc.	3 East Third Avenue	Suite 211	San Mateo	CA	94401	Service Order	Caresmastic Brands, LLC	-
Software Agreement	Narvar, Inc.	3 East Third Avenue	Suite 211	San Mateo	CA	94401	Service Order	Caresmastic Brands, LLC	-
Software Agreement	Narvar, Inc.	3 East Third Avenue	Suite 211	San Mateo	CA	94401	Service Order	Caresmastic Brands, LLC	-
Software Agreement	Narvar, Inc.	3 East Third Avenue	Suite 211	San Mateo	CA	94401	Statement of Work	Caresmastic Brands, LLC	-
Employment Agreement	Natalia Hodgson	1600 MAGNOLIA AVE		MANHATTAN BEACH	CA	90266	General Release Agreement	Caresmastic Brands, LLC	-
Consulting Agreement	National Logistics Services (2006), Inc.	150 Courtyard Drive West		Mississauga, OH	ON	LSW 1Y6	Service Agreement (NLS Contract #NLS 07247)	Caresmastic Brands, LLC	-
Consulting Agreement	National Logistics Services (2006), Inc.	150 Courtyard Drive West		Mississauga, OH	ON	LSW 1Y6	Services Agreement	Caresmastic Brands, LLC	-
Elite Retailer Agreement	National Outdoors	5600 Bandera Rd		San Antonio	TX	78238	Gold Elite	Caresmastic Brands, LLC	-
Insurance Agreement	NAVIGATORS	PENN PLAZA 32ND FLOOR		NEW YORK	NY	10119	Commercial Insurance	Caresmastic Brands, LLC	-
Insurance Agreement	NAVIGATORS	PENN PLAZA 32ND FLOOR		NEW YORK	NY	10119	Commercial Insurance	Caresmastic Brands, LLC	-
Insurance Agreement	NAVIGATORS	PENN PLAZA 32ND FLOOR		NEW YORK	NY	10119	Cargo Insurance, Policy Number 7/28/2024	CBI Parent, L.P.	-
Insurance Agreement	NAVIGATORS Insurance Company	One Penn Plaza		NEW YORK	NY	10119	General Indemnity Agreement	Caresmastic Brands, LLC	-
Elite Retailer Agreement	Nea Uniforms	2407 Linwood Dr Ste 9		Paragould	AR	72450-4234	Gold Elite	Caresmastic Brands, LLC	-
Elite Retailer Agreement	Nea's Shoes	2103 Elm Rd		Warren	OH	44483-4003	Titanium Elite	Caresmastic Brands, LLC	-
Software Agreement	NedGraphics	135 W. 41ST STREET		NEW YORK	NY	10036	SOFTWARE MAINTENANCE AGREEMENT	Caresmastic Brands, LLC	-
Software Agreement	NedGraphics	135 W. 41ST STREET		NEW YORK	NY	10036	SOFTWARE MAINTENANCE AGREEMENT	Caresmastic Brands, LLC	-
Software Agreement	NedGraphics	135 W. 41ST STREET		NEW YORK	NY	10036	2024 SOFTWARE MAINTENANCE AGREEMENT	Caresmastic Brands, LLC	-
Software Agreement	NedGraphics	135 W. 41ST STREET		NEW YORK	NY	10036	SOFTWARE MAINTENANCE AGREEMENT	Caresmastic Brands, LLC	-
Software Agreement	NedGraphics	135 W. 41ST STREET		NEW YORK	NY	10036	SOFTWARE MAINTENANCE AGREEMENT	Caresmastic Brands, LLC	-
Contractor Agreement	NEELY, CAPRICE	61548 Hardin Martin Court		Bend	OR	97707	Independent Contractor Agreement	Caresmastic Brands, LLC	-
Software Agreement	New Generation Computing, Inc.	14900 NW 79th Ct		Miami Lakes	FL	33016	Software License and Services Agreement (Order Form No. 2324)	Caresmastic Brands, LLC	27,861
Elite Retailer Agreement	New Look Uniform & Embroidery	800 S 20th St		Altoona	PA	16602-4541	Titanium Elite	Caresmastic Brands, LLC	-
Consulting Agreement	New Nurse Academy LLC	6340 Ross Street		Philadelphia	PA	19144	AMENDMENT - Consulting Agreement / Proprietary Information / Assignment of Inventions Agreement	Caresmastic Brands, LLC	-
Consulting Agreement	New Nurse Academy LLC	6340 Ross Street		Philadelphia	PA	19144	Consulting Agreement / Proprietary Information / Assignment of Inventions Agreement	Caresmastic Brands, LLC	-
Elite Retailer Agreement	New Waves Scrubs LLC	16385 Bernardo Center Dr		San Diego	CA	92128	Titanium Elite	Caresmastic Brands, LLC	-
Group Customer Contract	New York Presbyterian	525 East 68th Street		New York	NY	10065	Second Amendment to Medical Uniform Purchase Agreement	Med Couture, LLC	-
Service Agreement	Nedvia, Inc.	9451 E. Via de Ventura		Scottsdale	AZ	85256	Nedvia Service Agreement	Caresmastic Brands, LLC	-
Service Agreement	Nexus Technologies, LLC (d/b/a Nexustek)	5809 S GREENWOOD PLZ BLVD	STE 201	GREENWOOD VILLAGE	CO	80111	Master Service Agreement	Caresmastic Brands, LLC	6,280
Contractor Agreement	Nilsen, Chris	9315 Highmeadow		Houston	TX	77063	Independent Sales Contractor Agreement, Effective 6/1/2010	Caresmastic Brands, LLC	-
Contractor Agreement	Nilsen, Chris	9315 Highmeadow		Houston	TX	77063	Independent Sales Contractor Agreement, Effective 6/1/2010	Caresmastic Brands, LLC	-
Elite Retailer Agreement	Noor Clothing	681 Palomar St #A		Chula Vista	CA	91911	Titanium Elite	Caresmastic Brands, LLC	-
Elite Retailer Agreement	North Texas Uniforms	151 College Park Dr		Weatherford	TX	75086	Titanium Elite	Caresmastic Brands, LLC	-
Contractor Agreement	Northeast Warehouse Sales, Inc.	1055 Stewart Avenue, Suite 6B		Bethpage	NY	11714	Consulting Agreement / Proprietary Information (Assignment of Inventions Agreement	Caresmastic Brands, LLC	-
Contractor Agreement	Northeast Warehouse Sales, Inc.	1055 Stewart Avenue, Suite 6B		Bethpage	NY	11714	Independent Contractor / Proprietary Information / Assignment of Inventions Agreement	Caresmastic Brands, LLC	-
Contractor Agreement	Northeast Warehouse Sales, Inc.	1055 Stewart Avenue, Suite 6B		Bethpage	NY	11714	Independent Sales Contractor Agreement, Effective 9/7/2010	Caresmastic Brands, LLC	-
Elite Retailer Agreement	Norshore Medical Supply	375 Mawey Rd		Houston	TX	77013-4545	Titanium Elite	Caresmastic Brands, LLC	-
Group Customer Contract	Northwestern	541 N. Fairbanks	18-1803	Chicago	IL	60611	THIRD AMENDMENT TO THE MED COUTURE, INC. APPAREL PURCHASE AGREEMENT	Med Couture, LLC	-
Elite Retailer Agreement	NStyle Uniforms	1125 N Simpson Dr. Ste. E		Warrensburg	MO	64093	Gold Elite	Caresmastic Brands, LLC	-
Customer Contract	Nurses Boutique Etc	1748 S Mooney Blvd		Vasilia	CA	93277-7771	PIE 2.0 Customer Agreement	Caresmastic Brands, LLC	-
Elite Retailer Agreement	Nurses Boutique Etc	1748 S Mooney Blvd		Vasilia	CA	93277-7771	Diamond Elite	Caresmastic Brands, LLC	-
Elite Retailer Agreement	Nurses Unit & Shoes	1460 North Ave Suite K		Grand Junction	CO	81501	Gold Elite	Caresmastic Brands, LLC	-
Elite Retailer Agreement	Nurses Uniform Place Inc	1104 Chestnut St		Philadelphia	PA	19107	Gold Elite	Caresmastic Brands, LLC	-
Service Agreement	Nye Uniforms	1030 Sutter		Grand Rapids	MI	49504-4212	Titanium Elite	Caresmastic Brands, LLC	-
Service Agreement	Office Depot, Inc.	PO BOX 28248		PHOENIX	AZ	85038-9248	Joinder Agreement	Caresmastic Brands, LLC	-
Elite Retailer Agreement	Old Country Medical Apparel	451 Old Country Rd		Westbury	NY	11590	Titanium Elite	Caresmastic Brands, LLC	-
Software Agreement	OM Partners N.V.	2727 Paces Ferry Road,	Blgd 1 Suite 1750,	Atlanta	GA	30339	MAINTENANCE AND USER SUPPORT AGREEMENT	Caresmastic Brands, LLC	25,474
Software Agreement	OM Partners N.V.	2727 Paces Ferry Road,	Blgd 1 Suite 1750,	Atlanta	GA	30339	Software License Agreement	Caresmastic Brands, LLC	-
Software Agreement	OM Partners N.V.	2727 Paces Ferry Road,	Blgd 1 Suite 1750,	Atlanta	GA	30339	Software License Agreement, nr. 2444 - OMP Plus	Caresmastic Brands, LLC	-
Software Agreement	OM Partners N.V.	2727 Paces Ferry Road,	Blgd 1 Suite 1750,	Atlanta	GA	30339	Maintenance and User Support Agreement, nr. 2444 - OMP Plus	Caresmastic Brands, LLC	-
Software Agreement	OM Partners N.V.	2727 Paces Ferry Road,	Blgd 1 Suite 1750,	Atlanta	GA	30339	MAINTENANCE AND USER SUPPORT AGREEMENT	Caresmastic Brands, LLC	-
Elite Retailer Agreement	OnMedSource	4170 Lavon Dr #140		Garland	TX	75040	Titanium Elite	Caresmastic Brands, LLC	-
Software Agreement	On-Line Technologies, Inc. (d.b.a. OrderLogix)	P.O. Box 6798		Scarborough	ME	04070	HOSTED EDITION MASTER SUBSCRIPTION AGREEMENT	AllHearts, LLC	-
Software Agreement	On-Line Technologies, Inc. (d.b.a. OrderLogix)	P.O. Box 6798		Scarborough	ME	04070	HOSTED EDITION MASTER SUBSCRIPTION AGREEMENT	Caresmastic Brands, LLC	-
Software Agreement	On-Line Technologies, Inc. (d.b.a. OrderLogix)	P.O. Box 6798		Scarborough	ME	04070	On-Line Technologies, Inc. (d.b.a. OrderLogix) Hosted Edition Master Subscription Agreement 20220406	AllHearts, LLC	-
Software Agreement	On-Line Technologies, Inc. (d.b.a. OrderLogix)	P.O. Box 6798		Scarborough	ME	04070	On-Line Technologies, Inc. (d.b.a. OrderLogix) Hosted Edition Master Subscription Agreement 20230517	AllHearts, LLC	-
Software Agreement	Oracle America, Inc. (NetSuite)	500 Oracle Parkway		Redwood Shores	CA	94065	Fixed Price Statement of Work - Silverts	Caresmastic Brands, LLC	-
Software Agreement	Oracle America, Inc. (NetSuite)	500 Oracle Parkway		Redwood Shores	CA	94065	Oracle My Support Renewal	Caresmastic Brands, LLC	-
Software Agreement	Oracle America, Inc. (NetSuite)	500 Oracle Parkway		Redwood Shores	CA	94065	Oracle NetSuite	Caresmastic Brands, LLC	-
Software Agreement	Oracle America, Inc. (NetSuite)	500 Oracle Parkway		Redwood Shores	CA	94065	Oracle NetSuite Estimate dated 11/15/2019, Estimate # 668354	Caresmastic Brands, LLC	-
Software Agreement	Oracle America, Inc. (NetSuite)	500 Oracle Parkway		Redwood Shores	CA	94065	Oracle NetSuite, Fixed Price Statement of Work	Caresmastic Brands, LLC	-
Software Agreement	Oracle America, Inc. (NetSuite)	500 Oracle Parkway		Redwood Shores	CA	94065	Oracle NetSuite, Time & Material Statement of Work	Caresmastic Brands, LLC	-
Software Agreement	Oracle America, Inc. (NetSuite)	500 Oracle Parkway		Redwood Shores	CA	94065	Oracle NetSuite, Time & Material Statement of Work - Silverts	Caresmastic Brands, LLC	-
Software Agreement	Oracle America, Inc. (NetSuite)	500 Oracle Parkway		Redwood Shores	CA	94065	Order Form to License and Services Agreement	Caresmastic Brands, LLC	-
Software Agreement	Oracle America, Inc. (NetSuite)	500 Oracle Parkway		Redwood Shores	CA	94065	Statement of Work Agreement	Caresmastic Brands, LLC	-
Software Agreement	Oracle America, Inc. (NetSuite)	500 Oracle Parkway		Redwood Shores	CA	94065	Statement of Work Agreement	Caresmastic Brands, LLC	-
Software Agreement	Oracle America, Inc. (NetSuite)	500 Oracle Parkway		Redwood Shores	CA	94065	Subscription Services Agreement	Caresmastic Brands, LLC	-
Software Agreement	Oracle America, Inc. (NetSuite)	500 Oracle Parkway		Redwood Shores	CA	94065	Subscription Services Agreement	Caresmastic Brands, LLC	-
Software Agreement	Oracle America, Inc. (NetSuite)	500 Oracle Parkway		Redwood Shores	CA	94065	Subscription Services Agreement	Caresmastic Brands, LLC	-
Software Agreement	Oracle America, Inc. (NetSuite)	500 Oracle Parkway		Redwood Shores	CA	94065	Subscription Services Agreement - Silverts	Caresmastic Brands, LLC	-
Software Agreement	Oracle America, Inc. (NetSuite)	500 Oracle Parkway		Redwood Shores	CA	94065	Time & Material Statement of Work	Caresmastic Brands, LLC	-
Contractor Agreement	Orbit, LLC	6 Highmeadow Road		Weston	MA	02493	Advisory Agreement	Caresmastic Brands, LLC	-
Contractor Agreement	Orbit, LLC	6 Highmeadow Road		Weston	MA	02493	Advisory Agreement	Caresmastic Brands, LLC	-

Category	Contract Counterparty	Address 1	Address 2	CITY	STATE	ZIP	Contract Description	Legal Entity	Cure Amount
Consulting Agreement	Outboundview LLC	531 Alfred Ladd Road East		Franklin	TN	37064	Consulting Agreement	AllHearts, LLC	-
Consulting Agreement	Outboundview LLC	531 Alfred Ladd Road East		Franklin	TN	37064	Consulting Agreement	AllHearts, LLC	-
Service Agreement	Outandish 1, LLC	900 BRIDGEWATER CT		NASHVILLE	TN	37221	VENDOR AGREEMENT	Careismatic Brands, LLC	-
Contractor Agreement	Outford Omega, Inc.	1000 Wooten Avenue		Carton	GA	30114	Independent Sales Contractor Agreement, Effective 9/1/2014	Careismatic Brands, LLC	-
Contractor Agreement	Outford Omega, Inc.	1000 Wooten Avenue		Carton	GA	30114	Independent Sales Contractor Agreement, Effective 9/1/2014	Careismatic Brands, LLC	-
Intercompany Agreement	Pacomia Limited, LLC	9800 De Soto Ave		Chatsworth	CA	91311	Limited Liability Company Agreement of Pacoma Limited, LLC	Careismatic Brands, LLC	-
License Agreement	PAPERLESS BUSINESS SYSTEMS, INC.	1511 THIRD AVENUE	SUITE 433	SEATTLE	WA	98101	EREQUESTER LICENSE AGREEMENT	Careismatic Brands, LLC	-
License Agreement	PAPERLESS BUSINESS SYSTEMS, INC.	1511 THIRD AVENUE	SUITE 433	SEATTLE	WA	98101	EREQUESTER LICENSE AGREEMENT	Careismatic Brands, LLC	-
License Agreement	PAPERLESS BUSINESS SYSTEMS, INC.	1511 THIRD AVENUE	SUITE 433	SEATTLE	WA	98101	Supplemental eRequester License Agreement	Careismatic Brands, LLC	-
License Agreement	PAPERLESS BUSINESS SYSTEMS, INC.	1511 THIRD AVENUE	SUITE 433	SEATTLE	WA	98101	SUPPLEMENTAL EREQUESTER LICENSE AGREEMENT (PROJECT ACCOUNTING MODULE)	Careismatic Brands, LLC	-
License Agreement	PAPERLESS BUSINESS SYSTEMS, INC.	1511 THIRD AVENUE	SUITE 433	SEATTLE	WA	98101	SUPPLEMENTAL EREQUESTER LICENSE AGREEMENT (PROJECT ACCOUNTING MODULE)	Careismatic Brands, LLC	-
Service Agreement	PARACORP INCORPORATED	PO BOX 160568		SACRAMENTO	CA	95816-0568	STATUTORY AGENT REPRESENTATION CONTRACT	Careismatic Brands, LLC	-
Service Agreement	PARACORP INCORPORATED	PO BOX 160568		SACRAMENTO	CA	95816-0568	STATUTORY AGENT REPRESENTATION CONTRACT	AllHearts, LLC	-
Service Agreement	PARACORP INCORPORATED	PO BOX 160568		SACRAMENTO	CA	95816-0568	STATUTORY AGENT REPRESENTATION CONTRACT	Marketplace Impact, LLC	-
Service Agreement	PARACORP INCORPORATED	PO BOX 160568		SACRAMENTO	CA	95816-0568	STATUTORY AGENT REPRESENTATION CONTRACT	Silver Elite	-
Elite Retailer Agreement	Parker's	414 N Broadway		Jennings	LA	70545-5338	Silver Elite	Careismatic Brands, LLC	-
Customer Contract	Parker's Clothing	39 Lanes St Ste 4		Blue Ridge	GA	30513	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Service Agreement	Parks Coffee	2629 DICKERSON PKWY		CARROLLTON	TX	75007-0209	PREVENTIVE MAINTENANCE & EQUIPMENT AGREEMENT	Strategic Distribution, L.P.	4,556
Service Agreement	Parks Coffee	2629 DICKERSON PKWY		CARROLLTON	TX	75007-0209	EQUIPMENT AGREEMENT & CUSTOMER INFORMATION	Strategic Distribution, L.P.	-
Service Agreement	Parks Coffee	2629 DICKERSON PKWY		CARROLLTON	TX	75007-0209	OFFICE COFFEE SERVICE/ICE AND WATER ADDENDUM	Careismatic Brands, LLC	-
Service Agreement	Parks Coffee	2629 DICKERSON PKWY		CARROLLTON	TX	75007-0209	OFFICE COFFEE SERVICE/ICE AND WATER ADDENDUM	Careismatic Brands, LLC	-
Service Agreement	Parks Coffee	2629 DICKERSON PKWY		CARROLLTON	TX	75007-0209	PREVENTIVE MAINTENANCE & EQUIPMENT AGREEMENT	Careismatic Brands, LLC	-
Elite Retailer Agreement	Pathway Scrubs	2006 South Memorial Pkwy		Huntsville	AL	35801	Diamond Elite	Careismatic Brands, LLC	-
Contractor Agreement	Pat O'Reilly Sales, Inc.	10037 S MAPLEWOOD		CHICAGO	IL	60655	Independent Sales Contractor Agreement, Effective 10/1/2011	Careismatic Brands, LLC	-
Contractor Agreement	Pat O'Reilly Sales, Inc.	10037 S MAPLEWOOD		CHICAGO	IL	60655	Independent Sales Contractor Agreement, Effective 10/1/2011	Careismatic Brands, LLC	-
Contractor Agreement	PAUL HABER	15221 VIBURNUM RD		FRISCO	TX	75035	Independent Sales Contractor Agreement, Effective 1/1/1998	Careismatic Brands, LLC	-
Others	PAULA CLASTONBURY RD	2384 CLASTONBURY RD		BURLINGTON	NC	27217-3793	UCC AGREEMENT	Silver Adaptive, LLC	-
Elite Retailer Agreement	Playless Uniforms	703 N 10th St		McAllen	TX	78501	Gold Elite	Careismatic Brands, LLC	-
Service Agreement	POQ TEMPORARIES, INC.	702 HUNTERS ROW CT		MANSFIELD	TX	76063	AGREEMENT TO PROVIDE STAFFING SERVICES	Careismatic Brands, LLC	-
License Agreement	PEANUTS WORLDWIDE LLC	352 Park Avenue So. FL 8,		New York	NY	10010	SEVENTH AMENDMENT TO AGREEMENT	Careismatic Brands, LLC	-
License Agreement	PEANUTS WORLDWIDE LLC	352 Park Avenue So. FL 8,		New York	NY	10010	FIFTH AMENDMENT TO AGREEMENT CONTRACT NO. 511309-4-5 D 6766	Strategic Distribution, L.P.	-
License Agreement	PEANUTS WORLDWIDE LLC	352 Park Avenue So. FL 8,		New York	NY	10010	FIFTH AMENDMENT TO AGREEMENT CONTRACT NO. 511309-4-4 D 6766	Strategic Distribution, L.P.	-
License Agreement	PEANUTS WORLDWIDE LLC	352 Park Avenue So. FL 8,		New York	NY	10010	FIFTH AMENDMENT TO AGREEMENT CONTRACT NO. 511309-4-4 D 6766	Strategic Distribution, L.P.	-
License Agreement	PEANUTS WORLDWIDE LLC	352 Park Avenue So. FL 8,		New York	NY	10010	FIFTH AMENDMENT TO AGREEMENT CONTRACT NO. 511309-4-4 D 6766	Strategic Distribution, L.P.	-
Employment Agreement	Penner, Michael	632 Clarke Avenue		Westmount	QC	H3Y E44	Independent Directorship Appointment	CBI Parent, L.P.	-
Customer Contract	Perfelt Expressions	3645 W Maple Rd		Bloomfield Hills	MI	48301	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Personal Graphics Inc	3717 10th Avenue		Bero Beach	FL	32980-6559	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Picky Picky Picky Surplus	610 W. Sheridan Ste 3		Petoakey	MI	49770	Gold Elite	Careismatic Brands, LLC	-
Customer Contract	Pinebeach, Inc.	600 E Street		Eureka	CA	95501	Gold Elite	Careismatic Brands, LLC	-
Customer Contract	Pinebeach, Inc.	307 S 2nd St		Laraine	CO	80270	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Customer Contract	Piranha Brands	10658 W Centennial Rd Ste 400		Littletton	CO	80127	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Piranha Brands Inc	10658 W Centennial Rd Ste 400		Littletton	CO	80127	Titanium Elite	Careismatic Brands, LLC	-
Lease	Pitney Bowes Inc	PO BOX 371896		PITTSBURGH	PA	15250-7896	LEASE AGREEMENT 41273202	Careismatic Brands, LLC	-
Lease	Pitney Bowes Inc	PO BOX 371896		PITTSBURGH	PA	15250-7896	LEASE AGREEMENT	Careismatic Brands, LLC	-
Lease	Pitney Bowes Inc	PO BOX 371896		PITTSBURGH	PA	15250-7896	LEASE AGREEMENT	Careismatic Brands, LLC	-
Lease	Pitney Bowes Inc	PO BOX 371896		PITTSBURGH	PA	15250-7896	LEASE AGREEMENT	Careismatic Brands, LLC	-
Customer Contract	Planet Scrubs	3501 Midway Rd Suite 260		Piano	TX	75093	PURCHASE POWER AUTOMATIC PAYMENT AGREEMENT	Strategic Distribution, L.P.	-
Customer Contract	Planet Scrubs	3501 Midway Rd Suite 260		Piano	TX	75093	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Plaza Uniform	1507 Lafayette Rd		Rossville	GA	30741	Titanium Elite	Careismatic Brands, LLC	-
Insurance Agreement	PMC Treasury	The Commerce Building	708 Third Avenue, 20th Floor	New York	NY	10017	Interest Rate Hedging Advisory Proposal dated 9/2/2021	New Trojan Parent, Inc.	-
Elite Retailer Agreement	Pocoeno Scrubs	1545 N 9th St Ste 110		Stroudsburg	PA	18380	Gold Elite	Careismatic Brands, LLC	-
Contractor Agreement	PONCE INTERNATIONAL, INC.	1539 BRIARGLLEN AVENUE		WESTLAKE VILLAGE	CA	91361	Independent Contractor/Proprietary Information/Assignment of Inventions Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Poughkeepsie Uniform Center Inc.	2555 South Rd Ste 2		Roughkeepsie	NY	12601	Gold Elite	Careismatic Brands, LLC	-
Service Agreement	Power Digital Marketing, Inc.	2251 SAN DIEGO AVENUE SUITE A250		SAN DIEGO	CA	92110	Power Digital Marketing Campaign Agreement	Careismatic Brands, LLC	-
Service Agreement	Power Digital Marketing, Inc.	2251 SAN DIEGO AVENUE SUITE A250		SAN DIEGO	CA	92110	Campaign Agreement Addendum	Careismatic Brands, LLC	-
Service Agreement	Power Digital Marketing, Inc.	2251 SAN DIEGO AVENUE SUITE A250		SAN DIEGO	CA	92110	Campaign Agreement Addendum #4	Careismatic Brands, LLC	-
Service Agreement	Power Digital Marketing, Inc.	2251 SAN DIEGO AVENUE SUITE A250		SAN DIEGO	CA	92110	Campaign Agreement Addendum #5	Careismatic Brands, LLC	-
Service Agreement	Power Digital Marketing, Inc.	2251 SAN DIEGO AVENUE SUITE A250		SAN DIEGO	CA	92110	Campaign Agreement Addendum	Careismatic Brands, LLC	-
Elite Retailer Agreement	Premiere Uniforms	3198 N. College Ave		Fayetteville	AR	72703-3573	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Prism Medical Apparel	340 Lexington Hill Ct		Lexington	KY	40509	Silver Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Pnn Uniform & Medical	921 Cypress Creek Pkwy Ste122		Houston	TX	77090-2530	Diamond Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	PRN Uniforms, LLC	3295 South Cooper Street Ste 137		Arlington	TX	76015-5466	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Procurement Advisors LLC	1216 Wildwood Ave	Suite 250	Atlanta	GA	49022	Gold Elite	Careismatic Brands, LLC	-
Others	Procurement Advisors LLC	3101 Tower Creek Parkway	Suite 250	Atlanta	GA	30339	By-Laws for the Procurement of Products	Careismatic Brands, LLC	-
Others	Procurement Advisors LLC	3101 Tower Creek Parkway	Suite 250	Atlanta	GA	30339	Supply Agreement	Careismatic Brands, LLC	-
Others	Procurement Advisors LLC	3101 Tower Creek Parkway	Suite 250	Atlanta	GA	30339	Affiliation Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Professional Apparel Co.	847 Main St		Battle Creek	MI	49014-4569	Diamond Elite	Careismatic Brands, LLC	-
Customer Contract	Professional Fashion	46 S Plaza Way		Cape Girardeau	MO	63703-5809	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Professional Fashion	46 S Plaza Way		Cape Girardeau	MO	63703-5809	Titanium Elite	Careismatic Brands, LLC	-
Customer Contract	Professional Servicewear, Inc.	3800 Quakerbridge Rd		Hamilton	NJ	08619	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Professional Servicewear, Inc.	3800 Quakerbridge Rd		Hamilton	NJ	08619	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Profoma Business World	634 W 2nd St		Hastings	NE	68901	Silver Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Project Scrubs	255341 Hwy 101		Port Angeles	WA	98362	Gold Elite	Careismatic Brands, LLC	-
Contractor Agreement	Prutti, Jon	85 NEWMAN PL		FAIRFIELD	CT	06825	Independent Sales Contractor Agreement, Effective 9/19/2011	Careismatic Brands, LLC	-
Customer Contract	Putt & Go Video Inc	126 Frontage Rd		Forest City	NC	28043-4338	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	QD Scrubs	3233 W Saginaw		Lansing	MI	48917	Titanium Elite	Careismatic Brands, LLC	-
Contractor Agreement	Quinn, Marie J.	550 Morse Avenue		Ridgefield	NJ	07657	Changes to Agreement	Careismatic Brands, LLC	-
Contractor Agreement	QUYEN, DO NGOC	60 Tran Phu Street, Chanh Nghia Ward	Thu Dau Mot city	Binh Duong province	VN		Independent Contractor Agreement	Careismatic Brands, LLC	-
Service Agreement	Rackspace USA, Inc.	1 FANATICAL PL		WINDCREST	TX	78218	Senior Order Backspace Master Service Agreement (MSA)	Careismatic Brands, LLC	5,837
Elite Retailer Agreement	Raley Medical Equipment	6465 S. Yale Ave, Suite 512		Tulsa	OK	74136	Diamond Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Ravine Inc.	610 7th St		Altoona	PA	16602	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	RC Uniforms	11173 Beach Blvd		Jacksonville	FL	32246	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Read's Uniforms & Shoes - Medical	4 Sweeten Creek Crossing		Asheville	NC	28803	Diamond Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Red Dot Uniform Shoppe	2603 Kirsten Lane		Fargo	ND	58103	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Regal Uniforms	7301 Stonecrest Concourse		Stonecrest	GA	30038	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Reina Uniform	9931-9935 Gidley St		El Monte	CA	91731	Titanium Elite	Careismatic Brands, LLC	-
Contractor Agreement	Reis, Thomas	4140 ROSE PARK DR		WEST LINN	OR	97068	Independent Sales Contractor Agreement, Effective 1/1/2006	Strategic Distribution, L.P.	-
Service Agreement	RENTOKIL NORTH AMERICA D/B/A RENTOKIL	PO BOX 371896		PITTSBURGH	PA	15250-7896	COMMERCIAL PEST MANAGEMENT MAINTENANCE AGREEMENT	Careismatic Brands, LLC	1,509
Lease	RICCO CANADA INC.	300-500 EXPLORER DRIVE		MISSISSAUGA	ON	L4W 5L1	LEASE AGREEMENT	Silver Adaptive, LLC	-
Elite Retailer Agreement	Rig Outfitters	1401 N Turner St Ste 6		Hobbs	NM	88240	Silver Elite	Careismatic Brands, LLC	-
Service Agreement	RINGCENTRAL, INC.	20 DAVIS DRIVE		BELMONT	CA	94002	Master Services Agreement	Careismatic Brands, LLC	-
Service Agreement	RINGCENTRAL, INC.	20 DAVIS DRIVE		BELMONT	CA	94002	RINGCENTRAL PROFESSIONAL SERVICES STATEMENT OF WORK	Careismatic Brands, LLC	-
Group Customer Contract	Rite Aid Headquarters Corp.	30 Hunter Lane		Camp Hill	PA	17011	Master Purchase Agreement	Careismatic Brands, LLC	-
Group Customer Contract	Rite Aid Headquarters Corp.	30 Hunter Lane		Camp Hill	PA	17011	Master Purchase Agreement	Careismatic Brands, LLC	-
Group Customer Contract	Rite Aid Headquarters Corp.	30 Hunter Lane		Camp Hill	PA	17011	Master Purchase Agreement	Careismatic Brands, LLC	-
Group Customer Contract	Rite Aid Headquarters Corp.	30 Hunter Lane		Camp Hill	PA	17011	FIRST AMENDMENT TO MASTER PURCHASE AGREEMENT CAREISMATIC BRANDS	Careismatic Brands, LLC	-
Elite Retailer Agreement	RJW Enterprises	221 Gatewood Dr		Alveto	SC	29801	Titanium Elite	Careismatic Brands, LLC	-
Software Agreement	RKL ESOLUTIONS, LLC	1800 FRUITVILLE PKE	P.O. BOX 8408	LANCASTER	PA	17604	STATEMENT OF WORK #5000736-REV1	Careismatic Brands, LLC	-
Software Agreement	RKL ESOLUTIONS, LLC	1800 FRUITVILLE PKE	P.O. BOX 8408	LANCASTER	PA	17604	STATEMENT OF WORK #500039	AllHearts, LLC	-
Software Agreement	RKL ESOLUTIONS, LLC	1800 FRUITVILLE PKE	P.O. BOX 8408	LANCASTER	PA	17604	STATEMENT OF WORK #6000041	Careismatic Brands, LLC	-
Contractor Agreement	ROBERT D. BLUMENFELD, INC.	2525 BROWN DR		FL OVER MOUND	TX	75022	Independent Sales Contractor Agreement, Effective 1/1/2003	Careismatic Brands, LLC	-
Contractor Agreement	Robert J. Blumenthal, Inc.	777 NW 72 Avenue 3F19		Miami	FL	33126	Independent Sales Contractor Agreement, Effective 10/15/2001	Careismatic Brands, LLC	-
Elite Retailer Agreement	Roberts Medical Uniforms	1135 Commercial Ave SE		New Philadelphia	OH	44663-3802	Diamond Elite	Careismatic Brands, LLC	-
Professional Services	Robinson LLC	450 Lexington Ave	4th Fl	New York	NY	10017	Contracting Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Rocky Brands	45 E Canal St		Nelsonville	OH	45764	Silver Elite	Careismatic Brands, LLC	-
Employment Agreement	Roesler, Scott	417 PINE AVE		EGG HARBOR TOWNSHIP	NJ	08234-7133	Compensation Plan Effective 1/1/2001	Careismatic Brands, LLC	-

Category	Contract Counterparty	Address 1	Address 2	CITY	STATE	ZIP	Contract Description	Legal Entity	Cure Amount
Employment Agreement	Roesler, Scott	417 PINE AVE		EGG HARBOR TOWNSHIP	NJ	08234-7133	Compensation Plan Effective 1/1/2001	Careismatic Brands, LLC	-
Elite Retailer Agreement	Rogers Uniforms, LLC	700 W Third St		Williamsport	PA	17701-5616	Gold Elite	Careismatic Brands, LLC	-
Others	RON BELENO	10 DEAN PARK RD	UNIT 306	TORONTO	ON	M1B3G8	Retainer Agreement	Silverts Adaptive, LLC	-
Contractor Agreement	Ronald Jacobin	Santa Rosa #74		Crookdes-Bouquets			Independent Contractor / Propriety Information / Assignment of Inventions Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Rose Allen Industries	222 3rd Ave SW		Cedar Rapids	IA	52404	Silver Elite	Careismatic Brands, LLC	-
Contractor Agreement	Rothlein, Barry	401 CLEARVIEW CT		LAKE VILLA	IL	60046	Independent Sales Contractor Agreement, Effective 1/1/1999	Careismatic Brands, LLC	-
Elite Retailer Agreement	Ruth Lihen	2142 NW 20th St Unit 5 & 6		Miami	FL	33142	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Ruth's Uniforms	2009 E Olive Rd		Pensacola	FL	32514	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Ryan Uniforms LLC	8507 Midohian Tpke		Richmond	VA	23235	Titanium Elite	Careismatic Brands, LLC	-
Service Agreement	RYU LAW FIRM	915 WILSHIRE BOULEVARD	SUITE 1775	LOS ANGELES	CA	90017	Engagement Letter for Legal Representative	Careismatic Brands, LLC	-
Contractor Agreement	Saari, Jon K.	1388 NATIONAL RD	UNIT 9	WHEELING	WV	26003	Independent Sales Contractor Agreement, Effective 1/1/2004	Careismatic Brands, LLC	-
Contractor Agreement	Saari, Jon K.	1388 NATIONAL RD	UNIT 9	WHEELING	WV	26003	Independent Sales Contractor Agreement, Effective 1/1/2009	Careismatic Brands, LLC	-
Lease	Saddle Creek Corporation	3010 Saddle Creek Road		Lakeland	FL	33801	Amendment to Warehouse Services Agreement (BQW No. 4) updated info on March 16, 2023	Careismatic Brands, LLC	-
Lease	Saddle Creek Corporation	3010 Saddle Creek Road		Lakeland	FL	33804	FIFTH AMENDMENT TO WAREHOUSE AND FULFILLMENT AGREEMENT	AltHearts, LLC	-
Lease	Saddle Creek Corporation	3010 Saddle Creek Road		Lakeland	FL	33804	FIFTH AMENDMENT TO WAREHOUSE AND FULFILLMENT AGREEMENT	AltHearts, LLC	-
Lease	Saddle Creek Corporation	3010 Saddle Creek Road		Lakeland	FL	33804	FOURTH AMENDMENT TO WAREHOUSE AND FULFILLMENT AGREEMENT	AltHearts, LLC	-
Lease	Saddle Creek Corporation	3010 Saddle Creek Road		Lakeland	FL	33804	FOURTH AMENDMENT TO WAREHOUSE AND FULFILLMENT AGREEMENT	AltHearts, LLC	-
Lease	Saddle Creek Corporation	3010 Saddle Creek Road		Lakeland	FL	33804	MASTER WAREHOUSE SERVICES AGREEMENT	AltHearts, LLC	-
Lease	Saddle Creek Corporation	3010 Saddle Creek Road		Lakeland	FL	33804	SADDLE CREEK WAREHOUSE AND FULFILLMENT AGREEMENT	AltHearts, LLC	-
Lease	Saddle Creek Corporation	3010 Saddle Creek Road		Lakeland	FL	33804	SADDLE CREEK WAREHOUSE AND FULFILLMENT AGREEMENT	AltHearts, LLC	-
Lease	Saddle Creek Corporation	3010 Saddle Creek Road		Lakeland	FL	33804	SIXTH AMENDMENT TO WAREHOUSE AND FULFILLMENT AGREEMENT	AltHearts, LLC	-
Lease	Saddle Creek Corporation	3010 Saddle Creek Road		Lakeland	FL	33804	SIXTH AMENDMENT TO WAREHOUSE AND FULFILLMENT AGREEMENT	AltHearts, LLC	-
Lease	Saddle Creek Corporation	3010 Saddle Creek Road		Lakeland	FL	33804	STORAGE FACILITY - PRODUCT/MERCHANDISE	Careismatic Brands, LLC	-
Lease	Saddle Creek Corporation	3010 Saddle Creek Road		Lakeland	FL	33804	ADDENDUM - To Contract and Rate Quotation between Saddle Creek Corporation	Careismatic Brands, LLC	-
Lease	Saddle Creek Corporation	3010 Saddle Creek Road		Lakeland	FL	33804	SADDLE CREEK CORPORATION, SCHEDULE A	AltHearts, LLC	-
Lease	Saddle Creek Corporation	3010 Saddle Creek Road		Lakeland	FL	33804	SADDLE CREEK CORPORATION, CONTRACT AND RATE QUOTATION	Careismatic Brands, LLC	-
Lease	Saddle Creek Corporation			Lakeland	FL	33801	Statement of Work No. 1, dated as of September 21, 2021	AltHearts, LLC	-
Lease	Saddle Creek Corporation			Lakeland	FL	33801	MASTER WAREHOUSE SERVICES AGREEMENT Master Warehouse Services Agreement entered into as of September 1, 2021	AltHearts, LLC	-
Lease	SADDLE CREEK LOGISTICS SERVICES	3010 SADDLE CREEK ROAD		LAKELAND	FL	33804	CONTRACT AND RATE QUOTATION	Careismatic Brands, LLC	-
Lease	SADDLE CREEK LOGISTICS SERVICES	3010 SADDLE CREEK ROAD		LAKELAND	FL	33804	CONTRACT AND RATE QUOTATION	Careismatic Brands, LLC	-
Software Agreement	Sage Software, Inc.	56 TECHNOLOGY DRIVE		IRVINE	CA	92618-2301	SAGE SOFTWARE, INC. CLIENT CARE SUPPORT AND MAINTENANCE AGREEMENT FOR ACUTY APPLICATIONS SOFTWARE	Careismatic Brands, LLC	-
Software Agreement	Sage Software, Inc.	56 TECHNOLOGY DRIVE		IRVINE	CA	92618-2301	ClientCare Support and Maintenance Agreement for Acuity Applications Software	Careismatic Brands, LLC	-
Software Agreement	salesforce.com, inc	414 MISSION STREET, 3RD FLOOR		San Francisco	CA	94105	Order Form for Strategic Partners, Inc., Quote # Q-14464702	Careismatic Brands, LLC	-
Software Agreement	salesforce.com, inc	414 MISSION STREET, 3RD FLOOR		San Francisco	CA	94105	Order Form for Strategic Partners, Inc., Quote # Q-14413336	Careismatic Brands, LLC	-
Software Agreement	salesforce.com, inc	414 MISSION STREET, 3RD FLOOR		San Francisco	CA	94105	Order Form for Strategic Partners, Inc., Quote Number: Q-01718888	Careismatic Brands, LLC	-
Software Agreement	salesforce.com, inc	414 MISSION STREET, 3RD FLOOR		San Francisco	CA	94105	Order Form for Strategic Partners, Inc., Quote Number: Q-02131950 - ExactTarget - Corporate Edition	Careismatic Brands, LLC	-
Software Agreement	salesforce.com, inc	414 MISSION STREET, 3RD FLOOR		San Francisco	CA	94105	Order Form for Strategic Partners, Inc., Quote Number: Q-02222285	Careismatic Brands, LLC	-
Software Agreement	salesforce.com, inc	414 MISSION STREET, 3RD FLOOR		San Francisco	CA	94105	Order Form for Strategic Partners, Inc., Quote Number: Q-02677362	Careismatic Brands, LLC	-
Software Agreement	salesforce.com, inc	414 MISSION STREET, 3RD FLOOR		San Francisco	CA	94105	Order Form for Strategic Partners, Inc., Quote Number: Q-03102622	Careismatic Brands, LLC	-
Software Agreement	salesforce.com, inc	414 MISSION STREET, 3RD FLOOR		San Francisco	CA	94105	Order Form for Strategic Partners, Inc., Quote Number: Q-03267558	Careismatic Brands, LLC	-
Software Agreement	salesforce.com, inc	414 MISSION STREET, 3RD FLOOR		San Francisco	CA	94105	Order Form for Strategic Partners, Inc., Quote Number: Q-03277188	Careismatic Brands, LLC	-
Software Agreement	salesforce.com, inc	414 MISSION STREET, 3RD FLOOR		San Francisco	CA	94105	Order Form for Strategic Partners, Inc., Quote Number: Q-03293055	Careismatic Brands, LLC	-
Software Agreement	salesforce.com, inc	414 MISSION STREET, 3RD FLOOR		San Francisco	CA	94105	Order Form for Strategic Partners, Inc., Quote Number: Q-03262476	Careismatic Brands, LLC	-
Elite Retailer Agreement	Sand Oak Uniforms & Embroidery	2616 Fondren Rd		Houston	TX	77063	Silver Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Sanders Uniforms	1570 Highway 1 South		Greenville	MS	38701-7000	Titanium Elite	Careismatic Brands, LLC	-
Contractor Agreement	Sands, Timothy	1405 WASHINGTON ST		EAST BRIDGEWATER	MA	02333-1624	Independent Sales Contractor Agreement, Effective 1/1/2006	Strategic Distribution, L.P.	-
Elite Retailer Agreement	Santa Rosa Uniforms And Career Apparel	1005 W College Ave		Santa Rosa	CA	95401-5029	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Savannah Kids Wear	818 E Derenne Ave		Savannah	GA	31405	Titanium Elite	Careismatic Brands, LLC	-
Contractor Agreement	Scherer, Ron	410 SWAN BLVD		DEERFIELD	IL	60015	Independent Sales Contractor Agreement, Effective 3/12/2004	Careismatic Brands, LLC	-
Service Agreement	ScottilBank	720 KING ST WEST 2ND FL		TORONTO	ON	M5V2T3	Government Tax Payment & Filing Service Enrollment	Strategic Distribution, L.P.	-
Employment Agreement	SCOTT ROESSLER	417 PINE AVE		EGG HARBOR TOWNSHIP	NJ	08234-7133	COMPENSATION PLAN FOR SCOTT ROESSLER, EFFECTIVE 1/1/2001	Careismatic Brands, LLC	-
Customer Contract	Scottie's Scrubs & Stuff, 614 Apparel	5800 Chantry Dr		Columbus	OH	43232	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrub Apparel Outlet	17689 Coastal Hwy		Lewes	DE	19958	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrub Bees	210 N Wilcox Rd Ste 308		Tucson	AZ	85712-3051	Gold Elite	Careismatic Brands, LLC	-
Customer Contract	Scrub Depot, Inc.	7502 154th Rd N		Palmdale	CA	93549	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrub Depot, Inc.	5828 Grape Rd		Mishawaka	IN	46545	Diamond Elite	Careismatic Brands, LLC	-
Customer Contract	Scrub Duds	1327 S Beckham Ave		Tyler	TX	75701	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrub Hub	393 E Main St Ste 6C		Hendersonville	TN	37075	Diamond Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrub Hub	393 E Main St Ste 6C		Hendersonville	TN	37075	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrub Hub	393 E Main St Ste 6C		Hendersonville	TN	37075	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrub Identity	4625 E 82nd Street		Indianapolis	IN	46250	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrub Jct	1023 Yellowstone Ave H		Pocatello	ID	83201	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrub Loft	75120 Warden Rd		Sherwood	AR	72120	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrub Mart	2638 Main Street		Chula Vista	CA	91911	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrub Paradise LLC	2800 SW 24th Ave		Orlando	FL	32811	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrub Patrol	2595 E Missouri Ave		Las Cruces	NM	88011	Gold Elite	Careismatic Brands, LLC	-
Customer Contract	Scrub Shack	5266 Rt 30 Ste 111		Greensburg	PA	15601	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrub Shack SC Inc	1239 D. Burkmont Ave		Morganton	NC	28655	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrub Spot LLC	3707 Ellison Dr NW Ste H-1		Albuquerque	NM	87114	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrub Station	2440 North Hills St Ste 107		Meridian	MS	39305	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrub Warehouse LLC	2409 Main St		Rocky Hill	CT	06067	Diamond Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrub World	PO Box 7157		Hazard	KY	41702	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrubility	13248 Hawthorne Blvd		Hawthorne	CA	90250-7001	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrubs & Beyond, LLC	12969 Manchester Rd		St. Louis	MO	63131	Private Brand Agreement	Krazy Kat Sportswear LLC	-
Elite Retailer Agreement	Scrubs & Beyond, LLC	12969 Manchester Rd		St. Louis	MO	63131	Private Brand Agreement	Med Couture, LLC	-
Purchase Agreement	SCRUBS & BEYOND, LLC	12969 Manchester Rd		St. Louis	MO	63131	Private Brand Agreement	Krazy Kat Sportswear LLC	-
Purchase Agreement	SCRUBS & BEYOND, LLC	12969 Manchester Rd		St. Louis	MO	63131	Private Brand Agreement	Med Couture, LLC	-
Customer Contract	Scrubs & Co	992 State Hwy 46 South Ste 101		New Braunfels	TX	78130	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrubs & Co	992 State Hwy 46 South Ste 101		New Braunfels	TX	78130	Diamond Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrubs & Duds	1223 E 10th St		Odessa	TX	79761	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Scrubs & More	19931 Hwy 6 Ste C		Manvel	TX	77578	Gold Elite	Careismatic Brands, LLC	-

Category	Contract Counterparty	Address 1	Address 2	CITY	STATE	ZIP	Contract Description	Legal Entity	Cure Amount
Elite Retailer Agreement	Scrubs & More	19931 Hwy 6 Ste C		Manvel	TX	77578	Gold Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Scrubs & More	19931 Hwy 6 Ste C		Manvel	TX	77578	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Scrubs & Stitches	37011 Cook St Ste103		Palm Desert	CA	92211	Titanium Elite	Caresmatic Brands, LLC	-
Customer Contract	Scrubs & Stuff, LLC	2687 Steelsburg Hwy		Cedar Bluff	VA	24609	PIE 2.0 Customer Agreement	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Scrubs & Stuff, LLC	2687 Steelsburg Hwy		Cedar Bluff	VA	24609	Silver Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Scrubs 101 Uniform Boutique	3074 Ross Clark Cir		Dohan	AL	36301	Titanium Elite	Caresmatic Brands, LLC	-
Customer Contract	Scrubs 2 Go & More	1010 Seminole Dr #109		Fort Lauderdale	FL	33304-3201	PIE 2.0 Customer Agreement	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Scrubs 4 All	3685A Pacific Ave		Olympia	WA	98501	Gold Elite	Caresmatic Brands, LLC	-
Customer Contract	Scrubs 4 All	3688A Airport Blvd		Mobile	AL	36608	PIE 2.0 Customer Agreement	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Scrubs 4 All	3688A Airport Blvd		Mobile	AL	36608	Diamond Elite	Caresmatic Brands, LLC	-
Customer Contract	Scrubs 4 Less	7800 E State Rd 99 Ste B1		Prescott Valley	AZ	86314	PIE 2.0 Customer Agreement	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Scrubs 4 Less	7800 E State Rd 99 Ste B1		Prescott Valley	AZ	86314	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Scrubs 4 U	23016 Lake Forest Dr Ste B		Laguna Hills	CA	92653	Gold Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Scrubs And Chefs Wear By Ann	1078 Eagles Landing Pkwy		Stockbridge	GA	30281-6012	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Scrubs And More	210 Needmore Rd Ste E		Clarksville	TN	37040	Titanium Elite	Caresmatic Brands, LLC	-
Customer Contract	Scrubs Boutique and More LLC	6301 NW Loop 410		San Antonio	TX	78238	PIE 2.0 Customer Agreement	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Scrubs Boutique and More LLC	6301 NW Loop 410		San Antonio	TX	78238	Diamond Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Scrubs By Benji	1104 Broadway Street		Emmettsburg	IA	50538	Silver Elite	Caresmatic Brands, LLC	-
Customer Contract	Scrubs By Design	4817 SW 34th Street Ste: 1 & 2		Gainesville	FL	32608	PIE 2.0 Customer Agreement	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Scrubs By Design	4817 SW 34th Street Ste: 1 & 2		Gainesville	FL	32608	Titanium Elite	Caresmatic Brands, LLC	-
Customer Contract	Scrubs By Pinque Lady	7735 E US Highway 36		Avon	IN	46123-7890	Gold Elite	Caresmatic Brands, LLC	-
Customer Contract	Scrubs Cary	669 Cary Towne Blvd		Cary	NC	27511	PIE 2.0 Customer Agreement	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Scrubs Cary	669 Cary Towne Blvd		Cary	NC	27511	Diamond Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Scrubs Central	100 Paines Rd Suite A		Chillicothe	OH	45601	Titanium Elite	Caresmatic Brands, LLC	-
Customer Contract	Scrubs Club	1307 Scotland Crossing Dr		Laurinburg	NC	28352	PIE 2.0 Customer Agreement	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Scrubs Club	1307 Scotland Crossing Dr		Laurinburg	NC	28352	Gold Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Scrubs Direct	8232 Menard Blvd NE		Albuquerque	NM	87110	Gold Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Scrubs Ely	1005 Hwy 72 East		Corinth	MS	38834	Diamond Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Scrubs Etc.	1220 Pennsylvania Ave		Fort Worth	TX	76104	Diamond Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Scrubs Etc.	1220 Pennsylvania Ave		Fort Worth	TX	76104	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Scrubs Etc.	1220 Pennsylvania Ave		Fort Worth	TX	76104	Diamond Elite	Caresmatic Brands, LLC	-
License Agreement	Scrubs Etc.	1220 Pennsylvania Ave		Fort Worth	TX	76104	E-Commerce Agreement	Strategic Distribution, L.P.	-
License Agreement	Scrubs Etc.	1220 Pennsylvania Ave		Fort Worth	TX	76104	E-Commerce Agreement	Strategic Distribution, L.P.	-
License Agreement	Scrubs Etc.	1220 Pennsylvania Ave		Fort Worth	TX	76104	E-Commerce Agreement	Strategic Distribution, L.P.	-
License Agreement	Scrubs Etc.	1220 Pennsylvania Ave		Fort Worth	TX	76104	E-Commerce Agreement	Strategic Distribution, L.P.	-
Elite Retailer Agreement	Scrubs Express	1908 Vestal Pkwy East		Vestal	NY	13850	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Scrubs Express, LLC	5808 Vestal Pkwy East		Vestal	NY	13850	Titanium Elite	Caresmatic Brands, LLC	-
Customer Contract	Scrubs Express, LLC	843 Fairview Ave Ste A2		Bowling Green	KY	42101	PIE 2.0 Customer Agreement	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Scrubs For Less	843 Fairview Ave Ste A2		Bowling Green	KY	42101	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Scrubs Galore	9281 Mills Ferry Rd		St. Louis	MO	63134	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Scrubs Galore N More	6051 Dale Dr Ste B		Marion	MS	39342	Silver Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Scrubs in a Tub	815 N 4th St Ste F		Longview	TX	75601	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Scrubs Infinite	850 W Lugonia Ave		Redlands	CA	92374	Titanium Elite	Caresmatic Brands, LLC	-
Customer Contract	Scrubs Los Angeles Inc	499 New Brunswick Ave		Fords	NY	08863	Silver Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Scrubs Los Angeles Inc	1040 E Walnut St		Pasadena	CA	91106	PIE 2.0 Customer Agreement	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Scrubs N Duct	1040 E Walnut St		Pasadena	CA	91106	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Scrubs N Essentials	53020 4th Street North		Saint Petersburg	FL	33702	Gold Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Scrubs N Extras	2719 Reinhardt College Pkwy		Canton	TX	30114	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Scrubs N Scope	31141 Temecula Pkwy Ste 144		Temecula	CA	92592	Titanium Elite	Caresmatic Brands, LLC	-
Customer Contract	Scrubs N Stuff Inc	425 W Guadalupe #108		Gilbert	AZ	85233-3203	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Scrubs N Stuff Inc	3993 Tyrone Blvd N Ste 202		Saint Petersburg	FL	33709-4106	PIE 2.0 Customer Agreement	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Scrubs N Stuff Inc	3993 Tyrone Blvd N Ste 202		Saint Petersburg	FL	33709-4106	Diamond Elite	Caresmatic Brands, LLC	-
Customer Contract	Scrubs -n- Tees	203 Tanger Blvd		Locust Grove	GA	30248-3640	PIE 2.0 Customer Agreement	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Scrubs -n- Tees	203 Tanger Blvd		Locust Grove	GA	30248-3640	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Scrubs Nyack	1520 Palisades Center Drive		West Nyack	NY	10994	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Scrubs of Evans, LLC.	4188 Washington Rd Ste 7		Evans	GA	30809	Diamond Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Scrubs on the Run	807 W 2nd St		Holston	GA	30404	Gold Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Scrubs Plus	2100 Outlet Center Dr #340		Onard	CA	93036	Titanium Elite	Caresmatic Brands, LLC	-
Customer Contract	Scrubs Plus LLC	214 E 6th St		Dulles	VA	20166	Gold Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Scrubs Plus LLC	214 E 6th St		Anniston	AL	36207	PIE 2.0 Customer Agreement	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Scrubs Plus LLC	214 E 6th St		Anniston	AL	36207	Titanium Elite	Caresmatic Brands, LLC	-
Customer Contract	Scrubs Plus, Inc	811 South 500 West Ste 101		Bountiful	UT	84010	PIE 2.0 Customer Agreement	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Scrubs PRN	811 South 500 West Ste 101		Bountiful	UT	84010	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Scrubs PRN	6326 NW Barry Rd		Kansas City	MO	64154	Diamond Elite	Caresmatic Brands, LLC	-
Customer Contract	Scrubs Today	8000 S Gessner Rd Ste 500		Kansas City	MO	64154	Gold Elite	Caresmatic Brands, LLC	-
Customer Contract	Scrubs Unlimited, LLC	15909 118th Ave NW		Gig Harbor	WA	98329	PIE 2.0 Customer Agreement	Caresmatic Brands, LLC	-
Customer Contract	Scrubs Unlimited, LLC	1600 Wayne Memorial Dr Ste A		Goldsboro	NC	27534	E-Commerce Agreement	Strategic Distribution, L.P.	-
Customer Contract	Scrubs Unlimited, LLC	1600 Wayne Memorial Dr Ste A		Goldsboro	NC	27534	E-Commerce Agreement	Strategic Distribution, L.P.	-
Elite Retailer Agreement	Scrubs Unlimited, LLC	1600 Wayne Memorial Dr Ste A		Goldsboro	NC	27534	PIE 2.0 Customer Agreement	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Scrubs Unlimited, LLC	1600 Wayne Memorial Dr Ste A		Goldsboro	NC	27534	Diamond Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Scrubs Unlimited, LLC	1600 Wayne Memorial Dr Ste A		Goldsboro	NC	27534	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Scrubs Unlimited, LLC	1600 Wayne Memorial Dr Ste A		Goldsboro	NC	27534	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Scrubsies Uniform Supply LLC	414 Wallace Ct		Richmond	KY	40475	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Scrubsies Uniform Supply LLC	4649 Hardy Street		Hattiesburg	MS	39402	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Scrubsies Uniform Supply LLC	2686 Kirby Whitten Ste 107		Memphis	TN	38133	Diamond Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Scrubsies Uniform Supply LLC	1730 Briarcrest Dr		Bryan	TX	77802	Silver Elite	Caresmatic Brands, LLC	-
Customer Contract	Seacoast Embroidery	684 Hanes Mall Blvd		Winston Salem	NC	27103	PIE 2.0 Customer Agreement	Caresmatic Brands, LLC	-
Consulting Agreement	SEAN FRADY	5953 South Congress Ave		Atlanta	GA	30342	PIE 2.0 Customer Agreement	Caresmatic Brands, LLC	-
Contractor Agreement	SEAN REINET	4511 HUNTWOOD HILL LN		KATY	TX	77494	Independent Contractor Agreement	Caresmatic Brands, LLC	-
Contractor Agreement	Second City Sales, Inc.	7803 KELVIN AVE		WINNETKA	CA	91306	STATEMENT OF WORK NO. 1 BETWEEN STRATEGIC PARTNERS INC. AND SEAN REINET, DATED 11/5/2018	Caresmatic Brands, LLC	-
Software Agreement	Sellers Commerce LLC	7446 E BUCKHORN TRL	SUITE 800	SCOTTSDALE	AZ	85266	MASTER AGREEMENT FOR B2C SMARTSTORES PLATFORM AND B2B PROGRAM MANAGER PLATFORM	Caresmatic Brands, LLC	-
Software Agreement	Sellers Commerce LLC	6600N, RIVER RD	SUITE 800	ROSEMONT	IL	60018	Professional Services Bulk Buy-out of Hours	Caresmatic Brands, LLC	-
Software Agreement	Sellers Commerce LLC	6600N, RIVER RD	SUITE 800	ROSEMONT	IL	60018	AGREEMENT FOR SERVICES	Caresmatic Brands, LLC	-
Software Agreement	Sellers Commerce LLC	6600N, RIVER RD	SUITE 800	ROSEMONT	IL	60018	AGREEMENT FOR LICENSE AND MONTHLY MANAGEMENT	Caresmatic Brands, LLC	-
Software Agreement	Sellers Commerce LLC	6600N, RIVER RD	SUITE 800	ROSEMONT	IL	60018	MacCouture Project	Caresmatic Brands, LLC	-
Software Agreement	Sellers Commerce LLC	6600N, RIVER RD	SUITE 800	ROSEMONT	IL	60018	MASTER AGREEMENT FOR B2C SMARTSTORES PLATFORM AND B2B PROGRAM MANAGER PLATFORM	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Serendipity Uniforms	5085 Virginia Loop Rd		Montgomery	AL	36116-5634	Titanium Elite	Caresmatic Brands, LLC	-
License Agreement	SESAME WORKSHOP	1900 BROADWAY		NEW YORK	NY	10023	LICENSEE	Caresmatic Brands, LLC	-
License Agreement	SESAME WORKSHOP	1900 BROADWAY		NEW YORK	NY	10023	LICENSEE AGREEMENT SESAME STREET	Caresmatic Brands, LLC	-
License Agreement	SESAME WORKSHOP	1900 BROADWAY		NEW YORK	NY	10023	3-Year Renewal Agreement	Caresmatic Brands, LLC	-
License Agreement	Sesame Workshop LLC	One Lincoln Plaza		New York	NY	10023	Renewal and Amendment to Agreement dated 7/1/2019	Caresmatic Brands, LLC	-
Contractor Agreement	Shaffer, Michael	193 COURTLAND		HOLLISTON	MA	01746	Independent Sales Contractor Agreement, Effective 8/23/1999	Caresmatic Brands, LLC	-
Contractor Agreement	Shaffer, Michael	193 COURTLAND		HOLLISTON	MA	01746	Independent Sales Contractor Agreement, Effective 8/23/1999	Caresmatic Brands, LLC	-
Contractor Agreement	Shaffer, Michael	193 COURTLAND		HOLLISTON	MA	01746	Independent Sales Contractor Agreement, Effective 8/23/1999	Caresmatic Brands, LLC	-
Purchase Agreement	Sharp Electronics Corp	100 PARAGON DR		MONTVALE	NJ	07645	Contract # 8020128189	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Signature Apparel	777 Alpha Dr		Highland Heights	OH	44143	Silver Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Silverts Adaptive, LLC	1130 Georimmo Dr #1		El Paso	TX	79925	Titanium Elite	Caresmatic Brands, LLC	-
Intercompany Agreement	Silverts Adaptive, LLC	8800 De Soto Ave		Chatsworth	CA	91311	Operating Agreement of Silverts Adaptive, LLC	Caresmatic Brands, LLC	-
Intercompany Agreement	Silverts Adaptive, LLC	8800 De Soto Ave		Chatsworth	CA	91311	Operating Agreement of Silverts Adaptive, LLC	Caresmatic Brands, LLC	-
Customer Contract	Simply Scrubs	802 S Peterson Ave Ste E		Douglas	GA	31533-5210	PIE 2.0 Customer Agreement	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Simply Scrubs of Florida, Inc.	802 S Peterson Ave Ste E		Douglas	GA	31533-5210	Diamond Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Simply Scrubs of Florida, Inc.	2751 Enterprise Rd Ste 115		Orange City	FL	32763	Diamond Elite	Caresmatic Brands, LLC	-
Customer Contract	Sloans Professional Uniforms	5038 Goodman Rd Ste 112		Oliver Branch	MS	38654	Gold Elite	Caresmatic Brands, LLC	-
Customer Contract	Sloans Professional Uniforms	1125 Old York Rd		Abingon	PA	19001-1917	PIE 2.0 Customer Agreement	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Sloans Professional Uniforms	1125 Old York Rd		Abingon	PA	19001-1917	Titanium Elite	Caresmatic Brands, LLC	-
Service Agreement	SMART ACTION COMPANY, LLC	300 CONTINENTAL BLVD STE 350		EL SEGUNDO	CA	90245	SMARTACTION AGREEMENT FOR STRATEGIC PARTNERS 11/24/2010	Caresmatic Brands, LLC	2,000
License Agreement	Smart Street	10500 NE 8th ST #1300		BELLEVUE	WA	98005	Order Q-1248979	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Something Else Inc	5552 US Hwy 29 N		Blairs	VA	24527	Silver Elite	Caresmatic Brands, LLC	-
Insurance Agreement	SOMPO International	1125 Ave of Americas		New York	NY	10020	Excess Liability Binder	CBI Parent, L.P.	-
Elite Retailer Agreement	South Teess Uniform	21148 N 10th St		McAllen	TX	78501	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Southern Scrubs, LLC	2904 North Ashley Street		Valdosta	GA	31602	Gold Elite	Caresmatic Brands, LLC	-
Customer Contract	SP Uniforms Corp	986 W Vernon		Los Angeles	CA	90037	PIE 2.0 Customer Agreement	Caresmatic Brands, LLC	-
Elite Retailer Agreement	SP Uniforms Corp	986 W Vernon		Los Angeles	CA	90037	Titanium Elite	Caresmatic Brands, LLC	-

Category	Contract Counterparty	Address 1	Address 2	CITY	STATE	ZIP	Contract Description	Legal Entity	Cure Amount
Consulting Agreement	SPHERE PARTNERS LLC	1119 COLORADO AVE		SANTA MONICA	CA	90401	Consulting Services Agreement	Caresmatic Brands, LLC	-
Consulting Agreement	SPHERE PARTNERS LLC	1119 COLORADO AVE		SANTA MONICA	CA	90401	STATEMENT OF WORK #2022-106-CARRR	Caresmatic Brands, LLC	-
Elite Retailer Agreement	St. John Uniforms & More	1111 N Dixie Hwy # 15		Elizabethtown	KY	42701-2764	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Stacy's Uniforms	4324 SW 45th Ave		Amarillo	TX	79109	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Elite Uniforms of Central Illinois, LLC	503 N. Prospect Rd, Suite 109		Bloomington	IL	61701-7001	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Stata	119 1st St		Grenada	MS	38901-2615	Silver Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Steele Uniforms & Accessories	1305 E Broad Ave Ste 3		Rockingham	NC	28379	Gold Elite	Caresmatic Brands, LLC	-
Service Agreement	STONOR, INC. - SHRED IT	6100 RILEY AVE		BROOKPARK	CA	95022-3101	PURCHASE SERVICE AGREEMENT EFFECTIVE DATE 5/25/2021	Caresmatic Brands, LLC	1,004
Employment Agreement	Steve Davis	111 Arabian Road		Schwenksville	PA	19426	Directorship	CB1 Parent, L.P.	-
Consulting Agreement	Steven Land	900 BRIDGEWATER CT		NASHVILLE	TN	37221	Independent Sales Contractor Agreement	Caresmatic Brands, LLC	-
Customer-Print	3600 E Del Mar Blvd Ste 5			Laredo	TX	78041	PIE 2.0 Customer Agreement	Caresmatic Brands, LLC	-
Intercompany Agreement	Strategic General Partners, LLC	14001 W State Hwy 29 #102		Liberty Hill	TX	78642	Limited Liability Company Agreement of Strategic General Partners, LLC	Caresmatic Brands, LLC	-
Intercompany Agreement	Strategic General Partners, LLC	14001 W State Hwy 29 #102		Liberty Hill	TX	78642	Limited Liability Company Agreement of Strategic General Partners, LLC	Strategic General Partners, LLC	-
Intercompany Agreement	Strategic Partners Holdings, Inc.	1119 Colorado Ave		Santa Monica	CA	90401	Limited Liability Company Agreement of Strategic Partners Midco, LLC	Strategic Partners Midco, LLC	-
Intercompany Agreement	Studio Scrubs, LLC	9800 De Soto Ave		Chatsworth	CA	91311	Limited Liability Company Agreement of Pacima Limited, LLC	Pacima Limited, LLC	-
Elite Retailer Agreement	Studio Scrubs, LLC	8-8 Elm Grove Crossing Mall		Wheeling	WV	26003	Titanium Elite	Caresmatic Brands, LLC	-
Others	Sugar Hill Digital LLC	1515 E. 15th Street		Los Angeles	CA	90021	Trademark Assignment Agreement	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Sunshine Medical Uniforms	902 Brooklyn Ave		San Antonio	TX	78215	Diamond Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Superior Scrubs	47 Highland Pavilion Ct Ste 103		Hiram	GA	30141	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Surgical & Hospital Supplies	276 Gabasse Street		Houma	LA	70360	Titanium Elite	Caresmatic Brands, LLC	-
Service Agreement	SUZAN NGUYENING	15811 S ALLEY COURT		HOUSTON	TX	77082	Refresher Agreement	Silvers Adaptive, LLC	-
Elite Retailer Agreement	Sweetwater Scrubs, Inc.	395 New Hwy 69		Sweetwater	TN	37874	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Swift Uniforms	7005 Woodway Dr Ste 205-206		Woodway	TX	76712	Titanium Elite	Caresmatic Brands, LLC	-
Service Agreement	SYNERGY ENVIRONMENTAL SERVICES, LLC	PO BOX 1217		HURST	TX	76053	HVAC PLANNED SERVICE AGREEMENT	Caresmatic Brands, LLC	828
Service Agreement	SYNERGY ENVIRONMENTAL SERVICES, LLC	PO BOX 1217		HURST	TX	76053	HVAC Planned Services Agreement	Caresmatic Brands, LLC	-
Service Agreement	SYNERGY ENVIRONMENTAL SERVICES, LLC	PO BOX 1217		HURST	TX	76053	HVAC Planned Services Agreement	Caresmatic Brands, LLC	-
Service Agreement	SYNERGY ENVIRONMENTAL SERVICES, LLC	PO BOX 1217		HURST	TX	76053	HVAC PLANNED SERVICE AGREEMENT	Caresmatic Brands, LLC	-
Customer Contract	T & M Outlet	1758 S Fayetteville St		Asheboro	NC	27205	PIE 2.0 Customer Agreement	Caresmatic Brands, LLC	-
Elite Retailer Agreement	T & M Outlet	1758 S Fayetteville St		Asheboro	NC	27205	Diamond Elite	Caresmatic Brands, LLC	-
Software Agreement	TADON MEE BLVD STE 301			SANTA MONICA	CA	90403	Sass Order Form	Caresmatic Brands, LLC	-
Elite Retailer Agreement	TBG Uniform Store	5608 Church Ave		Brooklyn	NY	11203	Gold Elite	Caresmatic Brands, LLC	-
Service Agreement	TCA TERRACARE ASSOCIATES, LP	2433 MERRELL RD		DALLAS	TX	75229	LANDSCAPE MAINTENANCE AGREEMENT	Strategic Distribution, L.P.	-
Service Agreement	TCA TERRACARE ASSOCIATES, LP	2433 MERRELL RD		DALLAS	TX	75229	LANDSCAPE MAINTENANCE AGREEMENT	Strategic Distribution, L.P.	-
Elite Retailer Agreement	The Uniform Center LLC	361 Hwy 51 N		Mountain Home	AR	72653	Gold Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	TCS Uniforms	2715 N State St		Jackson	MS	39216	Diamond Elite	Caresmatic Brands, LLC	-
Consulting Agreement	TECHMEDICS	527 WEST SEVENTH STREET	SUITE 500	LOS ANGELES	CA	90014	PROCARE SERVICE LEVEL AGREEMENT	Caresmatic Brands, LLC	3,405
Service Agreement	TECHMEDICS	527 WEST SEVENTH STREET	SUITE 500	LOS ANGELES	CA	90014	PROCARE ADDENDUM MANAGEDCARE SERVICE LEVEL AGREEMENT	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Teddy Inc	2721 Tamiami Trail # B		Port Charlotte	FL	33952	Gold Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Templeton Uniforms	3850 Ramada Dr A-1b		Paso Robles	CA	93446	Gold Elite	Caresmatic Brands, LLC	-
Employment Agreement	Topline Harvey L	11 Fifth Avenue L		New York	NY	10003	Disinterested Directorship Appointment	CB1 Parent, L.P.	-
Customer Contract	The Case Shop	1337 S Grant Blvd		Spokane	WA	99202	PIE 2.0 Customer Agreement	Caresmatic Brands, LLC	-
Others	THE DAISY FOUNDATION	6529 ALMIDA VISTA PL		ANACORTES	WA	98221	PARTNERSHIP AGREEMENT	Caresmatic Brands, LLC	-
License Agreement	THE EARNEST ANALYTICS COMPANY	43 West 24th Street, Floor 5		New York	NY	10010	Licensing Agreement dated 6/30/2023	Caresmatic Brands, LLC	-
Service Agreement	The Greater Group LLC	935 TRENTLE CT		CHARLOTTE	NC	28211	VENDOR AGREEMENT	Caresmatic Brands, LLC	-
Customer Contract	The Health Company	Cale 24N #5C	43 Cal	Vale	VA		The Health Company	Caresmatic Brands, LLC	-
Customer Contract	The Health Company	Cale 24N #5C	43 Cal	Vale	VA		Columbia Distributor Agreement	Caresmatic Brands, LLC	-
Customer Contract	The Health Company	Cale 24N #5C	43 Cal	Vale	VA		Columbia Distributor Agreement	Caresmatic Brands, LLC	-
Customer Contract	The Image Group	1255 Corporate Dr		Holland	OH	43528	PIE 2.0 Customer Agreement	Caresmatic Brands, LLC	-
Elite Retailer Agreement	The Notion Shop	115 E County Road		Thomaston	GA	30286	Gold Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	The Outer Agency	9150 Rutledge Blvd		Northridge	CA	91324	Gold Elite	Caresmatic Brands, LLC	-
Service Agreement	The Parker Avery Group	3225 Shallowford Rd Ste 310		Marietta	GA	30062	SOW for Logility Implementation dated February 12, 2024	Caresmatic Brands, LLC	-
Service Agreement	The Parker Avery Group	3225 Shallowford Rd Ste 310		Marietta	GA	30062	SOW for Logility Implementation dated February 12, 2024	Caresmatic Brands, LLC	-
License Agreement	THE POKEMON COMPANY INTERNATIONAL, INC.	10400 NE 4TH STREET	SUITE 2800	BELLEVUE	WA	98004	Merchandise License Agreement	Caresmatic Brands, LLC	-
Elite Retailer Agreement	The Scrub Boutique Ltd	2940 Corlies Ave		Neptune City	NJ	07753	Silver Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	The Scrub Closet, LLC	1292 Thompson Bridge Rd		Gainesville	VA	30501	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	The Scrub Club	8527 E State Road 70		Bradenton	FL	34202	Diamond Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	The Scrub Connection	3071 S. Main St		Seneca	SC	29678	Gold Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	The Scrub Hub	1506 West Beebe Capps Expressway		Searcy	AR	72143	Gold Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	The Scrub Hub, LLC	19303 US Route 11		Watertown	NY	13601	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	The Scrub Shop	6802 US Hwy 90 Ste 4		Daphne	AL	36526	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	The Scrub Shoppe	2150 N Main St		North Logan	UT	84341	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	The Scrub Shoppe	2150 N Main St		North Logan	UT	84341	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	The Scrub Zone	420 Hwy 51 N		Brookhaven	MS	39601-3656	Gold Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	The Uniform Center	1156 E 700 S Ste 2		St George	UT	84790	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	The Uniform Company	1801 Lincoln Way Ste 6		Coeur d'Alene	ID	83814	Gold Elite	Caresmatic Brands, LLC	-
Customer Contract	The Uniform Connection	5740 Old Cheney Rd Ste 1		Lincoln	NE	68516-3586	PIE 2.0 Customer Agreement	Caresmatic Brands, LLC	-
Elite Retailer Agreement	The Uniform House	5740 Old Cheney Rd Ste 1		Lincoln	NE	68516-3586	Titanium Elite	Caresmatic Brands, LLC	-
Customer Contract	The Uniform House	125 S Winstead Ave		Rocky Mount	NC	27804-2534	PIE 2.0 Customer Agreement	Caresmatic Brands, LLC	-
Elite Retailer Agreement	The Uniform House	125 S Winstead Ave		Rocky Mount	NC	27804-2534	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	The Uniform House	125 S Winstead Ave		Rocky Mount	NC	27804-2534	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	The Uniform House	125 S Winstead Ave		Rocky Mount	NC	27804-2534	Titanium Elite	Caresmatic Brands, LLC	-
Customer Contract	The Uniform Place	4679 Dressler Rd NW		Canton	OH	44718	PIE 2.0 Customer Agreement	Caresmatic Brands, LLC	-
Elite Retailer Agreement	The Uniform Place	4679 Dressler Rd NW		Canton	OH	44718	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	The Uniform Shop	30 Germantown Rd		Danbury	CT	06810-5033	Gold Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	The Uniform Shop	30 Germantown Rd		Danbury	CT	06810-5033	Gold Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	The Uniform Shop	30 Germantown Rd		Danbury	CT	06810-5033	Gold Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	The Uniform Shoppe Of Pikeville, Inc.	30 Germantown Rd		Danbury	CT	06810-5033	Titanium Elite	Caresmatic Brands, LLC	-
Customer Contract	The Uniform Source	70 Hilcrest Hts		Pikeville	KY	41501	Silver Elite	Caresmatic Brands, LLC	-
Customer Contract	The Uniform Source	1032-E Vann Drive		Jackson	TN	38305	E-Commerce Agreement	Strategic Distribution, L.P.	-
Customer Contract	The Uniform Source	1032-E Vann Drive		Jackson	TN	38305	PIE 2.0 Customer Agreement	Caresmatic Brands, LLC	-
Elite Retailer Agreement	The Uniform Source	1032-E Vann Drive		Jackson	TN	38305	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	The Uniform Spot	627 South Houston Lake Road Suite 112		Warner Robins	GA	31088	Gold Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	The Uniform Spot	1120 N Duck Ste F		Stillwater	OK	74075-3648	Titanium Elite	Caresmatic Brands, LLC	-
Customer Contract	The Uniform Store	1018 Main St		Neodesha	KS	66757	PIE 2.0 Customer Agreement	Caresmatic Brands, LLC	-
Elite Retailer Agreement	The Uniform Store	1018 Main St		Neodesha	KS	66757	Silver Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	The Uniform Store	1018 Main St		Neodesha	KS	66757	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	The Uniform Store Llc	4917 Dublin Center Drive		Dublin	OH	43017	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	The Uniform Superstore Inc	555 Alameda Mall #706		Houston	TX	77075	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	The Working Feet	1960 Manhattan Blvd		Harvey	LA	70058-3581	Silver Elite	Caresmatic Brands, LLC	-
Contractor Agreement	The Yes Group	1201 Mendota Heights Road		Minneapolis	MN	55120	Principal Representative Group Agreement	Caresmatic Brands, LLC	-
Customer Contract	Theo's Niche Scrub Shop	3769 Fort St		Lincoln Park	MI	48146	PIE 2.0 Customer Agreement	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Theo's Niche Scrub Shop	3769 Fort St		Lincoln Park	MI	48146	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Thrifty Home Medical	226 E Main St		Olney	IL	62450	Gold Elite	Caresmatic Brands, LLC	-
Consulting Agreement	TIMARA LINK	3917 OAKDALE AVENUE		PASADENA	CA	91107	Independent Contractor/Proprietary Information/Assignment of Inventions Agreement	Caresmatic Brands, LLC	3,866
Elite Retailer Agreement	TMC Scrubs n More	7227 Fannin St #105		Houston	TX	77030	Diamond Elite	Caresmatic Brands, LLC	-
Customer Contract	Today's Uniforms	58 N Williams St		Crystal Lake	IL	60014	PIE 2.0 Customer Agreement	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Today's Uniforms	58 N Williams St		Crystal Lake	IL	60014	Gold Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Tom & Jerry's Home	620 Kristi Lane		Conellsville	PA	15425-2405	Silver Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Tops Uniforms, Inc.	1742 Herlong Village Dr		Rock Hill	SC	29732	Titanium Elite	Caresmatic Brands, LLC	-
Consulting Agreement	TORONTO	21021 N 56TH STREET		PHOENIX	AZ	85054	Independent Contractor/Proprietary Information/Assignment of Inventions Agreement	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Total Scrubs, LLC	101 North 1200 East Suite A3		Lehi	UT	84043	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Total Sportswear Company	25028 Western Ave		Harbor City	CA	90710	Gold Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Total Uniforms	1301 W 34th St		Austin	TX	78705	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Transcend Uniforms, Inc.	201 W 45th St		Sioux Falls	SD	57105	Diamond Elite	Caresmatic Brands, LLC	-
Service Agreement	TRANSPORTATION INSIGHT, LLC	310 MAIN AVENUE WAY, SE		HICKORY	NC	28602	MASTER TRANSPORTATION MANAGEMENT SERVICES AGREEMENT	Caresmatic Brands, LLC	-
Insurance Agreement	TRAVELERS	ONE TOWER SQUARE		HARTFORD	CT	06183	Commercial Insurance	AllHeart, LLC	-
Insurance Agreement	TRAVELERS	ONE TOWER SQUARE		HARTFORD	CT	06183	Commercial Insurance	Caresmatic Brands, LLC	-
Insurance Agreement	TRAVELERS	ONE TOWER SQUARE		HARTFORD	CT	06183	Workers Comp & Employers Liability Insurance, Policy Number 1/1/2025	CB1 Parent, L.P.	-
Elite Retailer Agreement	Trends SNJ Inc	2201 S 135E S14-B		Denton	TX	76205	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Tri-quest Uniforms	122 Rodgers Blvd		Chiefland	FL	32026-1106	Silver Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Tri-quest	947 Creswell Lane		Opeleous	LA	70570	Silver Elite	Caresmatic Brands, LLC	-
Customer Contract	Tripp's Uniforms, Inc.	268 Boston Tumpike		Shrewsbury	MA	01545-2639	PIE 2.0 Customer Agreement	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Tuff Vest	620 N Escondido Blvd		Escondido	CA	92025	Gold Elite	Caresmatic Brands, LLC	-
Consulting Agreement	Two Sons Productions	516 SOLAR NW		ALBUQUERQUE	NM	87101	Independent Contractor Agreement	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Uniform Boutique	7513 Huntingdon Plaza Ste 1		Huntingdon	PA	16652	Diamond Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Uniform Carousal	2216 Veterans Blvd		Dublin	GA	31021	Titanium Elite	Caresmatic Brands, LLC	-
Customer Contract	Uniform Center	1115 N 3rd St		Bismarck	ND	58501	PIE 2.0 Customer Agreement	Caresmatic Brands, LLC	-

Category	Contract Counterparty	Address 1	Address 2	CITY	STATE	ZIP	Contract Description	Legal Entity	Cure Amount
Elite Retailer Agreement	Uniform Center	1118 N 3rd St		Bismarck	ND	58501	Diamond Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Uniform Center	1118 N 3rd St		Bismarck	ND	58501	Gold Elite	Caresmatic Brands, LLC	-
License Agreement	Uniform Concepts	428 OLD YORK RD		JENKINTOWN	PA	19046	E-Commerce Agreement	Strategic Distribution, L.P.	-
Elite Retailer Agreement	Uniform Connection	2123 E Edgewood Dr		Lakeland	FL	33823-3640	Gold Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Uniform Connection	2123 E Edgewood Dr		Lakeland	FL	33823-3640	Silver Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Uniform Country	2243 Colonial Ave SW		Roanoke	VA	24015	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Uniform Den, Inc.	1309 5th Ave		Moline	IL	61265-1333	Titanium Elite	Caresmatic Brands, LLC	-
Customer Contract	Custom Cloak's Pord Play Ste 9	333 Oak's Pord Play Ste 9		South Portland	ME	04109-2409	PIE 2.0 Customer Agreement	Caresmatic Brands, LLC	-
License Agreement	Uniform Factory Outlet	2378-G Corporation Parkway		Burlington	NC	27215	E-Commerce Agreement	Strategic Distribution, L.P.	-
Elite Retailer Agreement	Uniform Fashions	2002 McFarland Blvd		Pascatola	AL	35404-3839	Silver Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Uniform Headquarters	465 S. 31st Street		Tudusack	KY	42001	Titanium Elite	Caresmatic Brands, LLC	-
Customer Contract	Uniform Junction	2740 Gray Fox Ste A		Monroe	NC	28110	PIE 2.0 Customer Agreement	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Uniform Junction	2740 Gray Fox Ste A		Monroe	NC	28110	Gold Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Uniform Kingdom	8240 Van Hays Blvd		Panorama City	CA	91402	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Elite Sain Kingdom of NM, LLC	910 San Juan Blvd		Farmington	NM	87401	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Uniform Mart	1387 S Babcock St		Melbourne	FL	32901-3068	Gold Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Uniform Mart	1387 S Babcock St		Melbourne	FL	32901-3068	Gold Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Uniform Outfitters, Inc.	1108 N John Young Pkwy		Kissimmee	FL	34741	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Uniform Professionals	2734 Rte 26		Cincinnati	NY	13040-9669	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Uniform Shop	210 Morehead Plaza		Morehead	KY	40351	Gold Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Uniform Shop	210 Morehead Plaza		Morehead	KY	40351	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Uniform Shoppe	2650 Market St		Pascagoula	MS	39567-5163	Gold Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Uniform Shoppe Inc	10503 N May Ave		Oklahoma City	OK	73120-2611	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Uniform Source, LLC	2141 Cobb Pkwy NW		Kennesaw	GA	30152	Gold Elite	Caresmatic Brands, LLC	-
Customer Contract	Uniform Specialists of Katy	22129 Katy Fwy		Katy	TX	77459	PIE 2.0 Customer Agreement	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Uniform Specialists of Katy	22129 Katy Fwy		Katy	TX	77459	Titanium Elite	Caresmatic Brands, LLC	-
Customer Contract	Uniform Station	405 Stevens St.		Geneva	IL	60134	PIE 2.0 Customer Agreement	Caresmatic Brands, LLC	-
Elite Retailer Agreement	2022 Hwy 45 N	2022 Hwy 45 N		Columbus	MS	39702	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Uniform Unlimited	850 Prince Ave		Athens	GA	30606-2724	Titanium Elite	Caresmatic Brands, LLC	-
Customer Contract	Uniform Village Inc	1623 Eastern Pkwy		Schenectady	NY	12309-6011	PIE 2.0 Customer Agreement	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Uniform Village Inc	1623 Eastern Pkwy		Schenectady	NY	12309-6011	Gold Elite	Caresmatic Brands, LLC	-
Customer Contract	Uniform Works	113 E 12th St		Tifton	GA	31794	PIE 2.0 Customer Agreement	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Uniform Works	113 E 12th St		Tifton	GA	31794	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Uniform World	2112 Gulf Gate Dr		Sarasota	FL	34231	Gold Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Uniform World Inc	12225 Greenville Ave #120		Dallas	TX	75244	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Uniform Zone	1000 West Oaks Mall Ste 102		Houston	TX	77082	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Uniform Zone	1000 West Oaks Mall Ste 102		Houston	TX	77082	Titanium Elite	Caresmatic Brands, LLC	-
Customer Contract	Uniformity	1140 West State Rd 434 Ste 100		Longwood	FL	32750-5104	PIE 2.0 Customer Agreement	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Uniformity	1140 West State Rd 434 Ste 100		Longwood	FL	32750-5104	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Uniformity Inc	1140 West State Rd 434 Ste 100		Longwood	FL	32750-5104	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Uniformland	3427 N Cole Rd		Boise	ID	83704-4406	Diamond Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Uniformland	23360 Valencia Blvd #F		Valencia	CA	91355	Gold Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Uniformity Fit	3510 Ryan St		Lake Charles	LA	70605	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Uniformity Yours	103 Beverly Pkwy		Pensacola	FL	32509-2618	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Uniformity Yours, Inc	115 Messer St		Laconia	NH	03246-2723	Gold Elite	Caresmatic Brands, LLC	-
Customer Contract	Uniforms & More	1930 N Jefferson		Huntington	IN	46750	PIE 2.0 Customer Agreement	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Uniforms & More	1930 N Jefferson		Huntington	IN	46750	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Uniforms 2 U	11846 Burgin Rd		Madison	AL	35756	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Uniforms and Beyond, LLC	1672 N Delsea Drive		Vineland	NJ	08360	Silver Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Uniforms By All	2007 Palmyra Ave		Albany	GA	31701-1322	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Uniforms by Mickie	2331 NW Federal Hwy		Stuart	FL	34994	Gold Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Uniforms Etc	9490 Airline Hwy# A		Baton Rouge	LA	70815	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Uniforms Etc	637 1st St		LaSalle	IL	61301	Gold Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Uniforms Etc	637 1st St		LaSalle	IL	61301	Gold Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Uniforms Etc	637 1st St		LaSalle	IL	61301	Silver Elite	Caresmatic Brands, LLC	-
Customer Contract	Uniforms for America	3740 Woodruff Rd		Columbus	GA	31904	PIE 2.0 Customer Agreement	Caresmatic Brands, LLC	-
Customer Contract	Uniforms for America	3740 Woodruff Rd		Columbus	GA	31904	PIE 2.0 Customer Agreement	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Uniforms for America	3740 Woodruff Rd		Columbus	GA	31904	Gold Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Uniforms for America	3740 Woodruff Rd		Columbus	GA	31904	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Uniforms for America	3740 Woodruff Rd		Columbus	GA	31904	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Uniforms Hawaii	650 Iwilei Rd #115		Honolulu	HI	96817	Silver Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Uniforms N More	11408 E. Sprague Ave		Spokane Valley	WA	99206	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Uniforms N More Corp	308 Alameda Mall		Houston	TX	77075	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Uniforms Northwest	901 Sunbeltway Ave Ste 110		Yakima	WA	98902-3080	Titanium Elite	Caresmatic Brands, LLC	-
Customer Contract	Uniforms Plus	316 W Roosevelt Blvd		Monroe	NC	28110	PIE 2.0 Customer Agreement	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Uniforms Plus	316 W Roosevelt Blvd		Monroe	NC	28110	Gold Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Uniforms Plus	316 W Roosevelt Blvd		Monroe	NC	28110	Gold Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Uniforms Plus	316 W Roosevelt Blvd		Monroe	NC	28110	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Uniforms PRN	615 Washington Square Mall		Washington	NC	27889	Gold Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Uniforms PRN	615 Washington Square Mall		Washington	NC	27889	Titanium Elite	Caresmatic Brands, LLC	-
Customer Contract	Uniforms Unlimited	118 South Blvd		Salisbury	MD	21804	PIE 2.0 Customer Agreement	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Uniforms Unlimited	118 South Blvd		Salisbury	MD	21804	Gold Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Uniforms Unlimited	118 South Blvd		Salisbury	MD	21804	Gold Elite	Caresmatic Brands, LLC	-
Customer Contract	Uniforms, Etc., LLC	480-A North Sam Houston Blvd		San Benito	TX	78586	PIE 2.0 Customer Agreement	Caresmatic Brands, LLC	-
Customer Contract	Uniforms, Etc., LLC	480-A North Sam Houston Blvd		San Benito	TX	78586	PIE 2.0 Customer Agreement	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Uniforms, Etc., LLC	480-A North Sam Houston Blvd		San Benito	TX	78586	Silver Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Uniformz, LLC	4088 Main St		Bridgeport	CT	06606	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Union Medical Supply	655 E Main St		Lake Butler	FL	32054-1352	Silver Elite	Caresmatic Brands, LLC	-
Service Agreement	United Parcels Service, Inc.	2925 Merrel Road		Dallas	TX	75229	Carrier Agreement	Krazy Kat Sportswear LLC	-
Service Agreement	United Parcels Service, Inc.	2925 Merrel Road		Dallas	TX	75229	Carrier Agreement	Strategic Distribution, L.P.	-
Service Agreement	United Parcels Service, Inc.	2925 Merrel Road		Dallas	TX	75229	Carrier Agreement	AllHearts, LLC	-
Service Agreement	United Parcels Service, Inc.	2925 Merrel Road		Dallas	TX	75229	Addendum to Carrier Agreement	Caresmatic Brands, LLC	-
Service Agreement	United Parcels Service, Inc.	2925 Merrel Road		Dallas	TX	75229	ADDENDUM STRATEGIC PARTNERS AND UNITED PARCEL SERVICE, INC. CARRIER AGREEMENT	Caresmatic Brands, LLC	-
Service Agreement	United Parcels Service, Inc.	2925 Merrel Road		Dallas	TX	75229	Addendum to Carrier Agreement	Caresmatic Brands, LLC	-
Service Agreement	United Parcels Service, Inc.	2925 Merrel Road		Dallas	TX	75229	Carrier Agreement	Caresmatic Brands, LLC	-
Service Agreement	United Parcels Service, Inc.	2925 Merrel Road		Dallas	TX	75229	Carrier Agreement	Caresmatic Brands, LLC	-
Service Agreement	United Parcels Service, Inc.	2925 Merrel Road		Dallas	TX	75229	Carrier Agreement	Caresmatic Brands, LLC	-
Customer Contract	United Uniforms	4620 2nd Ave		Dallas	TX	75229	Carrier Agreement	Caresmatic Brands, LLC	-
Elite Retailer Agreement	United Uniforms	4620 2nd Ave		Brooklyn	NY	11232	Titanium Elite	Caresmatic Brands, LLC	-
Customer Contract	United Uniforms / Saw Shore	3845 Beck Blvd Ste 809-810		Naples	FL	34114	PIE 2.0 Customer Agreement	Caresmatic Brands, LLC	-
Elite Retailer Agreement	United Uniforms / Saw Shore	3845 Beck Blvd Ste 809-810		Naples	FL	34114	Titanium Elite	Caresmatic Brands, LLC	-
License Agreement	Universal Studios	File 50789		Los Angeles	CA	90074	Universal Studios	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Unlimited Active Wear El Centro	3451 S Dogwood Ave #1014		El Centro	CA	92243	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Unlimited Active Wear, Inc	6321 Palmdale St #D01		Chula Vista	CA	91911	Titanium Elite	Caresmatic Brands, LLC	-
Service Agreement	UPS FREIGHT	P.O. BOX 1216		RICHMOND	VA	23218-1216	STATEMENT OF AGREED PRICING	Strategic Distribution, L.P.	-
Service Agreement	UPS WWF / UPS OHIOUPS WWF	1201 W. Olympic Blvd		Los Angeles	CA	90015	USPS Global International Incentive Program Agreement	Strategic Distribution, L.P.	-
Insurance Agreement	280 Technology Parkway	280 Technology Parkway	Suite 200	Corcoran	GA	30092	Premium Finance Agreement and Disclosure Statement	Caresmatic Brands, LLC	-
Customer Contract	Usa Scrub Inc	135 16 Jamaica Ave		Richmond Hill	NY	11418-1957	PIE 2.0 Customer Agreement	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Usa Scrub Inc	135 16 Jamaica Ave		Richmond Hill	NY	11418-1957	Titanium Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	USA Scrubs, L, Inc.	173 Fulton Ave		Hempstead	NY	11550	Titanium Elite	Caresmatic Brands, LLC	-
Insurance Agreement	USI of Southern CA	P.O. Box 4367		Woodland Hills	CA	91365-4367	Insurance Binder/Cover Note	Caresmatic Brands, LLC	-
Customer Contract	UV Image Experts	Schenectady		Schenectady	NY	12309-6011	PIE 2.0 Customer Agreement	Caresmatic Brands, LLC	-
Contractor Agreement	Vaidhiesh, Danny	1683 N CREST VIEW DR		LA PORTE	IN	46350	Independent Sales Contractor Agreement, Effective 5/5/2014	Caresmatic Brands, LLC	-
Service Agreement	Valley Alarm	804 Pico Street		San Fernando	CA	91340	Contract repair service	Caresmatic Brands, LLC	49
Service Agreement	Valley Alarm	804 Pico Street		San Fernando	CA	91340	Contract repair service	Caresmatic Brands, LLC	-
Service Agreement	Valley Alarm	804 Pico Street		San Fernando	CA	91340	Contract repair service/Cellular Primary backup	Caresmatic Brands, LLC	-
Service Agreement	Valley Alarm	804 Pico Street		San Fernando	CA	91340	Valley installed system	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Valley Medical Supply	501 E. Herring Ave Ste #1		Vanilla	AK	99654	Gold Elite	Caresmatic Brands, LLC	-
Customer Contract	Valley Outfitters, LLC	923 Roanoke Ave		Roanoke Rapids	NC	27870	PIE 2.0 Customer Agreement	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Valley Scrubs	4803 Nazareth Pkwy Ste A		Bethlehem	PA	18020	Gold Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Valley West Uniforms	4100 University Ave Ste 230		West Des Moines	IA	50266	Diamond Elite	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Vanderbilt #5, Inc.	2704 Vine St Ste A		Hays	KS	67601	Titanium Elite	Caresmatic Brands, LLC	-
Customer Contract	Web Scrubs	7020 Quaker Ave Ste 6		Lubbock	TX	79424	PIE 2.0 Customer Agreement	Caresmatic Brands, LLC	-
Elite Retailer Agreement	Web Scrubs	7020 Quaker Ave Ste 6		Lubbock	TX	79424	Titanium Elite	Caresmatic Brands, LLC	-
Service Agreement	Velocity Leadership	1501 SAINSBURY DR		MIDLOTHIAN	VA	23113	Leadership Development Outline/Agreement	Caresmatic Brands, LLC	-
Service Agreement	Velocity Leadership	1501 SAINSBURY DR		MIDLOTHIAN	VA	23113	Coaching/Outline Agreement	Caresmatic Brands, LLC	-
Service Agreement	Vertex Inc.	2301 RENAISSANCE BLVD 4TH FL		KING OF PRUSSIA	PA	19406	Vertex Cloud Indirect Tax Services	AllHearts, LLC	142,555

Category	Contract Counterparty	Address 1	Address 2	CITY	STATE	ZIP	Contract Description	Legal Entity	Cure Amount
License Agreement	VF Imagemwear CH Holdings GMBH	Obergundstrasse 61	1st Floor	Lucerne		6003	Restricted Names Domain Agreement	Careismatic Brands, LLC	64,069
License Agreement	VF Imagemwear CH Holdings GMBH	Obergundstrasse 61	1st Floor	Lucerne		6003	Third Amendment to License Agreement	Careismatic Brands, LLC	-
License Agreement	VF Imagemwear CH Holdings GMBH	Obergundstrasse 61	1st Floor	Lucerne		6003	SIXTH AMENDMENT TO LICENSE AGREEMENT	Careismatic Brands, LLC	-
Elite Retailer Agreement	Vitals Llc	3903 E State Blvd		Fort Wayne	IN	46805	Gold Elite	Careismatic Brands, LLC	-
Service Agreement	Wien Health	7008 WOODBRIDGE CREEK CT		SAINT LOUIS	MO	63129	Sponsorship agreement	Careismatic Brands, LLC	-
Contractor Agreement	Wachenfeld, Christine	6292 LILBUR LN		CINCINNATI	OH	45230	Independent Sales Contractor Agreement, Effective 8/2/2010	Careismatic Brands, LLC	-
Elite Retailer Agreement	Walkabout Jct	2064 E 17th St Ste 1		Idaho Falls	ID	83404	Titanium Elite	Careismatic Brands, LLC	-
Customer Contract	Wal-Mart Canada Corp.	1940 Argenta Road		Mississauga	ON	L5N 1P9	Purchase of goods by Walmart	Careismatic Brands, LLC	-
Customer Contract	Wal-Mart Canada Corp.	1940 Argenta Road		Mississauga	ON	L5N 1P9	VENDOR AGREEMENT	Careismatic Brands, LLC	-
Customer Contract	Wal-Mart Canada Corp.	1940 Argenta Road		Mississauga	ON	L5N 1P9	VENDOR AGREEMENT	Careismatic Brands, LLC	-
Customer Contract	Wal-Mart Stores, Inc.	1301 SE 10TH ST		Bentonville	AR	72716-0550	WALMART REALTY SUPPLIER AGREEMENT	Careismatic Brands, LLC	-
Customer Contract	Wal-Mart Stores, Inc.	1301 SE 10TH ST		Bentonville	AR	72716	DSV Overview Guide Acknowledgement Form	Strategic Distribution, L.P.	-
Customer Contract	Wal-Mart Stores, Inc.	1301 SE 10TH ST		Bentonville	AR	72716	ADDENDUM TO SUPPLIER AGREEMENT (Direct Ship Vendor Services)	Strategic Distribution, L.P.	-
Customer Contract	Wal-Mart Stores, Inc.	1301 SE 10TH ST		Bentonville	AR	72716	WALMART GENERAL MERCHANDISE SUPPLIER AGREEMENT	Strategic Distribution, L.P.	-
Customer Contract	Wal-Mart Stores, Inc.	1301 SE 10TH ST		Bentonville	AR	72716	DIRECT STORE DELIVERY CONSOLIDATION SHORTAGE ALLOWANCE (DSDC) AMENDMENT TO THE SUPPLIER AGREEMENT	Careismatic Brands, LLC	-
Customer Contract	Wal-Mart Stores, Inc.	1301 SE 10TH ST		Bentonville	AR	72716	WALMART GENERAL MERCHANDISE SUPPLIER AGREEMENT	Strategic Distribution, L.P.	-
Customer Contract	Wal-Mart Stores, Inc.	1301 SE 10TH ST		Bentonville	AR	72716	WALMART GENERAL MERCHANDISE SUPPLIER AGREEMENT	Strategic Distribution, L.P.	-
Elite Retailer Agreement	Warner Bros Consumer Products, Inc	4000 Warner Blvd		Burbank	CA	91522	Silver Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Warner Bros Consumer Products, Inc	4000 Warner Blvd		Burbank	CA	91522	Titanium Elite	Careismatic Brands, LLC	-
License Agreement	Warner Bros Consumer Products, Inc	4000 Warner Blvd		Burbank	CA	91522	PRODUCT LICENSE AGREEMENT	Careismatic Brands, LLC	-
License Agreement	Warner Bros Consumer Products, Inc	4000 Warner Blvd		Burbank	CA	91522	PRODUCT LICENSE AGREEMENT - WARNER BROS. CONSUMER PRODUCTS , #19102-WBLT - AMENDMENT	Strategic Distribution, L.P.	-
License Agreement	Warner Bros Consumer Products, Inc	4000 Warner Blvd		Burbank	CA	91522	PRODUCT LICENSE AGREEMENT - WARNER BROS. CONSUMER PRODUCTS , #19127-WBLT - Amendment #1	Strategic Distribution, L.P.	-
License Agreement	Warner Bros Consumer Products, Inc	4000 Warner Blvd		Burbank	CA	91522	PRODUCT LICENSE AGREEMENT - WARNER BROS. CONSUMER PRODUCTS , #19127-WBLT - AMENDMENT	Strategic Distribution, L.P.	-
Insurance Agreement	Westchester Casualty Company	11575 GREAT OAKS WAY STE 200		ALPHARETTA	GA	30022	ACE EXPRESS Private Company Management Indemnity Package	CBI Parent, L.P.	-
Insurance Agreement	Westchester Surplus Lines Insurance Company	11575 Great Oaks Way		Alpharetta	GA	30022	Commercial Insurance	CBI Parent, L.P.	-
Insurance Agreement	Westchester Surplus Lines Insurance Company	11575 Great Oaks Way		Alpharetta	GA	30022	Executive Risk Package Insurance, Policy Number 4/1/2024	CBI Parent, L.P.	-
Insurance Agreement	Westchester Surplus Lines Insurance Company	11575 Great Oaks Way		Alpharetta	GA	30022	Executive Risk Package Insurance, Policy Number 4/1/2024	CBI Parent, L.P.	-
Service Agreement	Western Overseas Corporation	10731-B WALKER ST		CYPRESS	CA	90630	Customs Power of Attorney	Strategic Distribution, L.P.	-
Elite Retailer Agreement	White Angel Medical Uniform	1228 N Hacienda Blvd		La Puente	CA	91744	Titanium Elite	Careismatic Brands, LLC	-
Service Agreement	Wilden Enterprises, Inc.	6911 Mangrove Lane		Madison	WI	53713	Amendment No. 5452	Careismatic Brands, LLC	-
License Agreement	Williamson-Dickie Canada Company	6711 Mississauga Road	Suite 600	Mississauga	ON	L5N 2W3	LICENSE AGREEMENT	Careismatic Brands, LLC	557,513
License Agreement	Williamson-Dickie Canada Company	6711 Mississauga Road	Suite 600	Mississauga	ON	L5N 2W3	SECOND AMENDMENT TO LICENSE AGREEMENT	Careismatic Brands, LLC	-
License Agreement	Williamson-Dickie Canada Company	6711 Mississauga Road	Suite 600	Mississauga	ON	L5N 2W3	Third Amendment to License Agreement	Careismatic Brands, LLC	-
License Agreement	Williamson-Dickie Canada Company	6711 Mississauga Road	Suite 600	Mississauga	ON	L5N 2W3	First Amendment to License Agreement	Careismatic Brands, LLC	-
License Agreement	Williamson-Dickie Canada Company	6711 Mississauga Road	Suite 600	Mississauga	ON	L5N 2W3	LICENSE AGREEMENT	Careismatic Brands, LLC	-
License Agreement	Williamson-Dickie Canada Company	6711 Mississauga Road	Suite 600	Mississauga	ON	L5N 2W3	First Amendment to License Agreement	Careismatic Brands, LLC	-
License Agreement	Williamson-Dickie Canada Company	6711 Mississauga Road	Suite 600	Mississauga	ON	L5N 2W3	SECOND AMENDMENT TO LICENSE AGREEMENT	Careismatic Brands, LLC	-
License Agreement	Williamson-Dickie Canada Company	6711 Mississauga Road	Suite 600	Mississauga	ON	L5N 2W3	FOURTH AMENDMENT TO LICENSE AGREEMENT	Careismatic Brands, LLC	-
License Agreement	Williamson-Dickie Canada Company	6711 Mississauga Road	Suite 600	Mississauga	ON	L5N 2W3	FOURTH AMENDMENT TO LICENSE AGREEMENT	Careismatic Brands, LLC	-
License Agreement	Williamson-Dickie Mfg Co.	509 West Vickery Blvd		Fort Worth	TX	75104	Notice of Intent to Renew Canada Contract Agreement	Careismatic Brands, LLC	-
Customer Contract	Wilson's Uniforms	528 McHenry Ave		Modesto	CA	95354	PIE 2.0 Customer Agreement	Careismatic Brands, LLC	-
Elite Retailer Agreement	Wilson's Uniforms	528 McHenry Ave		Modesto	CA	95354	Titanium Elite	Careismatic Brands, LLC	-
Contractor Agreement	Windy City Kitz	APPAREL CTR - STE 6-121	350 N ORLEANS ST	CHICAGO	IL	60654	Independent Sales Contractor Agreement, Effective 8/10/2004	Strategic Distribution, L.P.	-
Elite Retailer Agreement	Woody's Shirts	2172 Woodville Rd		Oregon	OH	43616	Diamond Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Work Choice Uniforms	603 Brannen St		Statesboro	GA	30458	Gold Elite	Careismatic Brands, LLC	-
Customer Contract	Work Wear Uniforms	1692 N Garnett St		Henderson	NC	27538	Gold Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	Work World America, Inc.	4285 167TH ST		COUNTRY CLUB HILLS	IL	60478-2017	E-Commerce Agreement	Strategic Distribution, L.P.	-
Elite Retailer Agreement	Work World America, Inc.	299 Milwaukee St		Denver	CO	80206	Diamond Elite	Careismatic Brands, LLC	-
Software Agreement	Workaholics, LLC.	913 US Hwy 80 E		Dempopolis	AL	36732	Gold Elite	Careismatic Brands, LLC	-
Software Agreement	Workday, Inc.	110 Stoneridge Mall Road		Pleasanton	CA	94588	ORDER FORM 00366551.0	Careismatic Brands, LLC	-
Elite Retailer Agreement	Workingman's Family Store, Lc	140 5th Avenue		Huntington	WV	25701-1808	Titanium Elite	Careismatic Brands, LLC	-
Software Agreement	X Commerce, Inc.	345 PARK AVENUE		SAN JOSE	CA	95110-2704	ORDER FORM	AllHearts, LLC	-
Software Agreement	X Commerce, Inc.	345 PARK AVENUE		SAN JOSE	CA	95110-2704	Assignment and Assumption Agreement / Magneto Subscription Agreement	AllHearts, LLC	-
Software Agreement	X Commerce, Inc.	345 PARK AVENUE		SAN JOSE	CA	95110-2704	Assignment Agreement	Medifit, LLC	-
Software Agreement	X.COMMERCE INC. D/B/A MAGENTO	345 PARK AVENUE		SAN JOSE	CA	95110-2704	LICENSING AGREEMENT	Careismatic Brands, LLC	-
Software Agreement	X.COMMERCE INC. D/B/A MAGENTO	345 PARK AVENUE		SAN JOSE	CA	95110-2704	Cloud Renewal	Careismatic Brands, LLC	-
Elite Retailer Agreement	Y&G T-Shirt Outlet	2704 N Blackstone Ave		Fresno	CA	93703	Gold Elite	Careismatic Brands, LLC	-
Contractor Agreement	Yavenski, Mike	158 CASTLE HILL RD		EAST AURORA	NY	14052	Independent Sales Contractor Agreement, Effective 9/15/2007	Careismatic Brands, LLC	-
Contractor Agreement	Yavenski, Mike	158 CASTLE HILL RD		EAST AURORA	NY	14052	Independent Sales Contractor Agreement, Effective 9/15/2007	Careismatic Brands, LLC	-
Elite Retailer Agreement	YAY Scrubs	1766 Hylan Blvd Unit B		Staten Island	NY	10305	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	YAY Scrubs	1766 Hylan Blvd Unit B		Staten Island	NY	10305	Titanium Elite	Careismatic Brands, LLC	-
Elite Retailer Agreement	York Uniforms	7330 A B George Wash Mem Hwy		Yorktown	VA	23092-4889	Gold Elite	Careismatic Brands, LLC	-
Contractor Agreement	Young, Perry C.	142 STAYNER AVE		NORTH YORK	ON	M6B 1P3	AMENDMENT #1 INDEPENDENT SALES CONTRACTOR AGREEMENT, EFFECTIVE 7/1/2005	Strategic Distribution, L.P.	-
Contractor Agreement	Young, Perry C.	142 STAYNER AVE		NORTH YORK	ON	M6B 1P3	Independent Sales Contractor Agreement, Effective 8/1/2004	Careismatic Brands, LLC	-
Contractor Agreement	Young, Perry C.	142 STAYNER AVE		NORTH YORK	ON	M6B 1P3	Independent Sales Contractor Agreement, Effective 8/1/2004	Careismatic Brands, LLC	-
Elite Retailer Agreement	Young, Perry C.	142 STAYNER AVE		NORTH YORK	ON	M6B 1P3	Independent Sales Contractor Agreement, Effective 8/1/2004	Careismatic Brands, LLC	-
Elite Retailer Agreement	Young, Perry C.	142 STAYNER AVE		NORTH YORK	ON	M6B 1P3	Independent Sales Contractor Agreement, Effective 8/1/2004	Careismatic Brands, LLC	-
Elite Retailer Agreement	Young, Perry C.	142 STAYNER AVE		NORTH YORK	ON	M6B 1P3	Independent Sales Contractor Agreement, Effective 8/1/2004	Careismatic Brands, LLC	-
Elite Retailer Agreement	Young, Perry C.	142 STAYNER AVE		NORTH YORK	ON	M6B 1P3	Independent Sales Contractor Agreement, Effective 8/1/2004	Careismatic Brands, LLC	-
Elite Retailer Agreement	Young, Perry C.	142 STAYNER AVE		NORTH YORK	ON	M6B 1P3	Independent Sales Contractor Agreement, Effective 8/1/2004	Careismatic Brands, LLC	-
Elite Retailer Agreement	Young, Perry C.	142 STAYNER AVE		NORTH YORK	ON	M6B 1P3	Independent Sales Contractor Agreement, Effective 8/1/2004	Careismatic Brands, LLC	-
Elite Retailer Agreement	Young, Perry C.	142 STAYNER AVE		NORTH YORK	ON	M6B 1P3	Independent Sales Contractor Agreement, Effective 8/1/2004	Careismatic Brands, LLC	-
Elite Retailer Agreement	Young, Perry C.	142 STAYNER AVE		NORTH YORK	ON	M6B 1P3	Independent Sales Contractor Agreement, Effective 8/1/2004	Careismatic Brands, LLC	-
Elite Retailer Agreement	Young, Perry C.	142 STAYNER AVE		NORTH YORK	ON	M6B 1P3	Independent Sales Contractor Agreement, Effective 8/1/2004	Careismatic Brands, LLC	-
Elite Retailer Agreement	Young, Perry C.	142 STAYNER AVE		NORTH YORK	ON	M6B 1P3	Independent Sales Contractor Agreement, Effective 8/1/2004	Careismatic Brands, LLC	-
Elite Retailer Agreement	Young, Perry C.	142 STAYNER AVE		NORTH YORK	ON	M6B 1P3	Independent Sales Contractor Agreement, Effective 8/1/2004	Careismatic Brands, LLC	-
Elite Retailer Agreement	Young, Perry C.	142 STAYNER AVE		NORTH YORK	ON	M6B 1P3	Independent Sales Contractor Agreement, Effective 8/1/2004	Careismatic Brands, LLC	-
Elite Retailer Agreement	Young, Perry C.	142 STAYNER AVE		NORTH YORK	ON	M6B 1P3	Independent Sales Contractor Agreement, Effective 8/1/2004	Careismatic Brands, LLC	-
Elite Retailer Agreement	Young, Perry C.	142 STAYNER AVE		NORTH YORK	ON	M6B 1P3	Independent Sales Contractor Agreement, Effective 8/1/2004	Careismatic Brands, LLC	-
Elite Retailer Agreement	Young, Perry C.	142 STAYNER AVE		NORTH YORK	ON	M6B 1P3	Independent Sales Contractor Agreement, Effective 8/1/2004	Careismatic Brands, LLC	-
Elite Retailer Agreement	Young, Perry C.	142 STAYNER AVE		NORTH YORK	ON	M6B 1P3	Independent Sales Contractor Agreement, Effective 8/1/2004	Careismatic Brands, LLC	-
Elite Retailer Agreement	Young, Perry C.	142 STAYNER AVE		NORTH YORK	ON	M6B 1P3	Independent Sales Contractor Agreement, Effective 8/1/2004	Careismatic Brands, LLC	-
Elite Retailer Agreement	Young, Perry C.	142 STAYNER AVE		NORTH YORK	ON	M6B 1P3	Independent Sales Contractor Agreement, Effective 8/1/2004	Careismatic Brands, LLC	-
Elite Retailer Agreement	Young, Perry C.	142 STAYNER AVE		NORTH YORK	ON	M6B 1P3	Independent Sales Contractor Agreement, Effective 8/1/2004	Careismatic Brands, LLC	-
Elite Retailer Agreement	Young, Perry C.	142 STAYNER AVE		NORTH YORK	ON	M6B 1P3	Independent Sales Contractor Agreement, Effective 8/1/2004	Careismatic Brands, LLC	-
Elite Retailer Agreement	Young, Perry C.	142 STAYNER AVE		NORTH YORK	ON	M6B 1P3	Independent Sales Contractor Agreement, Effective 8/1/2004	Careismatic Brands, LLC	-
Elite Retailer Agreement	Young, Perry C.	142 STAYNER AVE		NORTH YORK	ON	M6B 1P3	Independent Sales Contractor Agreement, Effective 8/1/2004	Careismatic Brands, LLC	-
Elite Retailer Agreement	Young, Perry C.	142 STAYNER AVE		NORTH YORK	ON	M6B 1P3	Independent Sales Contractor Agreement, Effective 8/1/2004	Careismatic Brands, LLC	-
Elite Retailer Agreement	Young, Perry C.	142 STAYNER AVE		NORTH YORK	ON	M6B 1P3	Independent Sales Contractor Agreement, Effective 8/1/2004	Careismatic Brands, LLC	-
Elite Retailer Agreement	Young, Perry C.	142 STAYNER AVE		NORTH YORK	ON	M6B 1P3	Independent Sales Contractor Agreement, Effective 8/1/2004	Careismatic Brands, LLC	-
Elite Retailer Agreement	Young, Perry C.	142 STAYNER AVE		NORTH YORK	ON	M6B 1P3	Independent Sales Contractor Agreement, Effective 8/1/2004	Careismatic Brands, LLC	-
Elite Retailer Agreement	Young, Perry C.	142 STAYNER AVE		NORTH YORK	ON	M6B 1P3	Independent Sales Contractor Agreement, Effective 8/1/2004	Careismatic Brands, LLC	-
Elite Retailer Agreement	Young, Perry C.	142 STAYNER AVE		NORTH YORK	ON	M6B 1P3	Independent Sales Contractor Agreement, Effective 8/1/2004	Careismatic Brands, LLC	-
Elite Retailer Agreement	Young, Perry C.	142 STAYNER AVE		NORTH YORK	ON	M6B 1P3	Independent Sales Contractor Agreement, Effective 8/1/2004	Careismatic Brands, LLC	-
Elite Retailer Agreement	Young, Perry C.	142 STAYNER AVE		NORTH YORK	ON	M6B 1P3	Independent Sales Contractor Agreement, Effective 8/1/2004	Careismatic Brands, LLC	-
Elite Retailer Agreement	Young, Perry C.	142 STAYNER AVE		NORTH YORK	ON	M6B 1P3	Independent Sales Contractor Agreement, Effective 8/1/2004	Careismatic Brands, LLC	-
Elite Retailer Agreement	Young, Perry C.	142 STAYNER AVE		NORTH YORK	ON	M6B 1P3	Independent Sales Contractor Agreement, Effective 8/1/2004	Careismatic Brands, LLC	-
Elite Retailer Agreement	Young, Perry C.	142 STAYNER AVE		NORTH YORK	ON	M6B 1P3	Independent Sales Contractor Agreement, Effective 8/1/2004	Careismatic Brands, LLC	-
Elite Retailer Agreement	Young, Perry C.	142 STAYNER AVE		NORTH YORK	ON	M6B 1P3	Independent Sales Contractor Agreement, Effective 8/1/2004	Careismatic Brands, LLC	-
Elite Retailer Agreement	Young, Perry C.	142 STAYNER AVE		NORTH YORK	ON	M6B 1P3	Independent Sales Contractor Agreement, Effective 8/1/2004	Careismatic Brands, LLC	-
Elite Retailer Agreement	Young, Perry C.	142 STAYNER AVE		NORTH YORK	ON	M6B 1P3	Independent Sales Contractor Agreement, Effective 8/1/2004	Careismatic Brands, LLC	-
Elite Retailer Agreement	Young, Perry C.	142 STAYNER AVE		NORTH YORK	ON	M6B 1P3	Independent Sales Contractor Agreement, Effective 8/1/2004	Careismatic Brands, LLC	-
Elite Retailer Agreement	Young, Perry C.	142 STAYNER AVE		NORTH YORK	ON	M6B 1P3	Independent Sales Contractor Agreement, Effective 8/1/2004	Careismatic Brands, LLC	-
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Elite Retailer Agreement	Young, Perry C.	142 STAYNER AVE		NORTH YORK	ON	M6B 1P3	Independent Sales Contractor Agreement, Effective 8/1/2004	Careismatic Brands, LLC	-
Elite Retailer Agreement	Young, Perry C.	142 STAYNER AVE		NORTH YORK	ON	M6B 1P3	Independent Sales Contractor Agreement, Effective 8/1/2004	Careismatic Brands, LLC	-
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Elite Retailer Agreement	Young, Perry C.	142 STAYNER AVE		NORTH YORK	ON	M6B 1P3	Independent Sales Contractor Agreement, Effective 8/1/2004	Careismatic Brands, LLC	-
Elite Retailer Agreement	Young, Perry C.	142 STAYNER AVE		NORTH YORK	ON	M6B 1P3	Independent Sales Contractor Agreement, Effective 8/1/2004	Careismatic Brands, LLC	-
Elite Retailer Agreement	Young, Perry C.	142 STAYNER AVE		NORTH YORK	ON	M6B 1P3	Independent Sales Contractor Agreement, Effective 8/1/2004	Careismatic Brands, LLC	-
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Elite Retailer Agreement	Young, Perry C.	142 STAYNER AVE		NORTH YORK	ON	M6B 1P3	Independent Sales Contractor Agreement, Effective 8/1/2004	Careismatic Brands, LLC	-
Elite Retailer Agreement	Young, Perry C.	142 STAYNER AVE		NORTH YORK	ON	M6B 1P3	Independent Sales Contractor Agreement, Effective 8/1/2004	Careismatic Brands, LLC	-
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Elite Retailer Agreement	Young, Perry C.	142 STAYNER AVE		NORTH YORK	ON	M6B 1P3	Independent Sales Contractor Agreement, Effective 8/1/2004	Careismatic Brands, LLC	-
Elite Retailer Agreement	Young, Perry C.	142 STAYNER AVE		NORTH YORK	ON	M6B 1P3	Independent Sales Contractor Agreement, Effective 8/1/2004	Careismatic Brands, LLC	-
Elite Retailer Agreement	Young, Perry C.	142 STAYNER AVE		NORTH YORK	ON	M6B 1P3	Independent Sales Contractor Agreement, Effective 8/1/2004	Careismatic Brands, LLC	-
Elite Retailer Agreement	Young, Perry C.	142 STAYNER AVE		NORTH YORK	ON	M6B 1P3	Independent Sales Contractor Agreement, Effective 8/1/2004	Careismatic Brands, LLC	-
Elite Retailer Agreement	Young, Perry C.	142 STAYNER AVE		NORTH YORK	ON	M6B 1P3	Independent Sales Contractor Agreement, Effective 8/1/2004	Careismatic Brands, LLC	-
Elite Retailer Agreement	Young, Perry C.	142 STAYNER AVE		NORTH YORK	ON	M6B 1P3	Independent Sales Contractor Agreement, Effective 8/1/2004	Careismatic Brands, LLC	-
El									

Exhibit G

Schedule of Rejected Executory Contracts and Unexpired Leases

Article V of the Plan provides that on the date that is ninety (90) days after the Effective Date, each Executory Contract or Unexpired Lease not previously rejected, assumed, or assigned and assigned shall be deemed automatically assumed, pursuant to sections 365 and 1123 of the Bankruptcy Code, unless such Executory Contract or Unexpired Lease (i) is identified on the Assumed Executory Contracts and Unexpired Leases as of the Effective Date, in which case such Executory Contract or Unexpired Lease shall be assumed as of the Effective Date; (ii) is identified on the Rejected Executory Contracts and Unexpired Leases List as of the Effective Date, in which case such Executory Contract or Unexpired Lease shall be rejected as of the Effective Date; (iii) previously expired or terminated pursuant to its own terms; (iv) is the subject of a motion to reject Filed on or before the Effective Date; or (v) is an insurance policy (which shall be treated in accordance with Article V.E); *provided* that the assumption, assumption and assignment, or rejection of all Executory Contracts and Unexpired Leases shall be subject to the consent of the Required Consenting First Lien Lenders (not to be unreasonably withheld, conditioned, or delayed). The assumption of Executory Contracts and Unexpired Leases hereunder may include the assignment of certain of such contracts to Affiliates.

Article V of the Plan further provides that, notwithstanding anything to the contrary in the Plan, the Debtors and the Post-Effective Date Debtors, as applicable, reserve the right to alter, amend, modify, or supplement the Assumed Executory Contracts and Unexpired Leases List and the Rejected Executory Contracts and Unexpired Leases List (i) to add or remove any Executory Contract or Unexpired Lease to or from the Assumed Executory Contracts and Unexpired Leases List and the Rejected Executory Contracts and Unexpired Leases List at any time prior to the Effective Date, and (ii) to add any Executory Contract or Unexpired Lease to the Assumed Executory Contracts and Unexpired Leases List or the Rejected Executory Contracts and Unexpired Leases List not otherwise identified on the Assumed Executory Contracts and Unexpired Leases List or the Rejected Executory Contracts and Unexpired Leases List at any time through and including ninety (90) days after the Effective Date, the modifications thereto shall constitute assumption or rejection of such Executory Contract or Unexpired Lease as of the date of such modification, notwithstanding anything contained in Article V.A of the Plan; *provided* that, subject to Article V.C of the Plan, at any time during such ninety (90)-day period after the Effective Date, the Post-Effective Date Debtors shall remain liable for any and all amounts incurred under any such Executory Contract and Unexpired Lease not on the Rejected Executory Contracts and Unexpired Leases List in the ordinary course of business. The Debtors shall provide notice of any amendments to the Assumed Executory Contracts and Unexpired Leases List or the Rejected Executory Contracts and Unexpired Leases List to the counterparties to the Executory Contracts or Unexpired Leases affected thereby.

Certain documents, or portions thereof, contained or to be contained in this **Exhibit G** and this Amended Plan Supplement remain subject to continued review, as applicable, by the Debtors and the Required Consenting First Lien Lenders, and the final version of any such document may contain material differences from the version filed herewith. The respective rights of the Debtors and the Required Consenting First Lien Lenders, as applicable, are expressly reserved, subject to the terms and conditions set forth in the Plan and the RSA, to alter, amend, modify, or supplement

this Amended Plan Supplement and any of the documents contained herein in accordance with the terms of the Plan, or by order of the Court; *provided* that if any document in this Amended Plan Supplement is altered, amended, modified, or supplemented in any material respect prior to the Confirmation Hearing, the Debtors will file a redline of such document with the Court.

Category	Contract Counterparty	Address 1	Address 2	CITY	STATE	ZIP	Contract Description	Legal Entity	Reject Date
License Agreement	3M Company	2501 Hudson Road		St. Paul	MN	55144	Littman Stethoscope Wholesaler Distribution Agreement, 2011	Strategic Distribution, L.P.	6/15/2024
License Agreement	3M Company	2501 Hudson Road		St. Paul	MN	55144	Health Care Littmann Stethoscope Wholesaler Distribution Agreement	Strategic Distribution, L.P.	6/15/2024
License Agreement	3M Company	2501 Hudson Road		St. Paul	MN	55144	Trademark License Agreement	Careismatic Brands, LLC	6/15/2024
License Agreement	3M Global Channel Services, Inc.	3M Center Building 224-1N-31		St. Paul	MN	55144-1000	Distributor Agreement	Careismatic Brands, LLC	6/15/2024
License Agreement	3M Global Channel Services, Inc.	3M Center Building 224-1N-31		St. Paul	MN	55144-1000	Littmann Stethoscope Dealer Agreement	AllHearts, LLC	6/15/2024
License Agreement	3M Health Care	2300 Lakeview Parkway	Suite 700	Alpharetta	GA	30004	Wholesale Distribution Agreement	Strategic Partners Corp.	6/15/2024
Service Agreement	A.T. Kearney, Inc.	7 Times Square, 30th Floor		New York	NY	10036	Correspondence dated 5/19/2022 from A.T. Kearney, Inc.	Careismatic Brands, LLC	6/15/2024
Equipment Agreement	Abtech Technologies, Inc.	2042 Corte Del Nogal, # D		Carlsbad	CA	92011-1438	Addendum # 1, Equipment List, Schedule A	Careismatic Brands, LLC	6/15/2024
Equipment Agreement	Abtech Technologies, Inc.	2042 Corte Del Nogal, # D		Carlsbad	CA	92011-1438	Abtech Service Order - Hardware and Software Maintenance	Careismatic Brands, LLC	6/15/2024
Equipment Agreement	Abtech Technologies, Inc.	2042 Corte Del Nogal, # D		Carlsbad	CA	92011-1438	Abtech Service Order: Hardware and Software Maintenance	Careismatic Brands, LLC	6/15/2024
Service Agreement	Acceleration LLC						Correspondence dated 9/12/2019 from Michaelman & Robinson LLP re: Communication Strategy for Michael Singer / Strategic Partners Legal Action	Careismatic Brands, LLC	6/15/2024
Equipment Agreement	ADT Commercial	1875 Century Park East	Suite 1200	Los Angeles	CA	90067			6/15/2024
Equipment Agreement	ADT Commercial	PO Box 49292		Wichita	KS	67201	Proposal and Sales Agreement	Careismatic Brands, LLC	6/15/2024
Equipment Agreement	ADT Commercial	PO Box 49292		Wichita	KS	67201	Proposal and Sales Agreement	Careismatic Brands, LLC	6/15/2024
Equipment Agreement	ADT Commercial	PO Box 49292		Wichita	KS	67201	Not Reviewed	Careismatic Brands, LLC	6/15/2024
Equipment Agreement	ADT Commercial	PO Box 49292		Wichita	KS	67201	Commercial Schedule of Protection Proposal and Sales Agreement	Careismatic Brands, LLC	6/15/2024
Equipment Agreement	ADT Commercial	PO Box 49292		Wichita	KS	67201	Commercial Schedule of Protection Proposal and Sales Agreement	Careismatic Brands, LLC	6/15/2024
Purchase Agreement	Ahren, LLC, a Delaware limited liability company	2175 NW RALEIGH ST STE 110		PORTLAND	OR	97210	ASSET PURCHASE AGREEMENT dated May 31, 2023	Strategic Distribution, L.P.	6/15/2024
Purchase Agreement	Ahren, LLC, a Delaware limited liability company	2175 NW RALEIGH ST STE 110		PORTLAND	OR	97210	ASSET PURCHASE AGREEMENT dated May 31, 2023	Careismatic Brands, LLC	6/15/2024
Purchase Agreement	Ahren, LLC, a Delaware limited liability company	2175 NW RALEIGH ST STE 110		PORTLAND	OR	97210	ASSET PURCHASE AGREEMENT dated May 31, 2023	CBI Intermediate, Inc.	6/15/2024
Purchase Agreement	Ahren, LLC, a Delaware limited liability company	2175 NW RALEIGH ST STE 110		PORTLAND	OR	97210	ASSET PURCHASE AGREEMENT dated May 31, 2023	CBI Midco, Inc.	6/15/2024
Consulting Agreement	ALICIA DE GREGORIO						Independent Contractor/Proprietary Information/Assignment of Inventions Agreement	CBI Parent, L.P.	6/15/2024
Service Agreement	American Diagnostic Corporation	55 Commerce Drive		Hauppauge	NY	11788	ADC & Strategic Partners, Inc. Distributor Agreement	Careismatic Brands, LLC	6/15/2024
Service Agreement	American Diagnostic Corporation	55 Commerce Drive		Hauppauge	NY	11788	Amendment ADC & Strategic Partners, Inc. Distributor Agreement	Careismatic Brands, LLC	6/15/2024
Group Customer Contract	American Diagnostic Cross	13500 S point Blvd Ste L		Charlotte	NC		28273 CONTRACT FOR GOODS AND SERVICES	AllHearts, LLC	6/15/2024
Equipment Agreement	Amerigas	6801 Mitchell Parkway		Arlington	TX	76002	Propane Supply Agreement and Equipment Lease	Strategic Distribution, L.P.	6/15/2024
Service Agreement	Analysis Group, Inc.	111 HUNTINGTON AVE 14TH FL		BOSTON	MA	02199	Litigation Retention	Careismatic Brands, LLC	6/15/2024
Service Agreement	Analysis Group, Inc.	111 HUNTINGTON AVE 14TH FL		BOSTON	MA	02199	Litigation Retention	Careismatic Brands, LLC	6/15/2024
Consulting Agreement	ANTONIO L. DIAZ	3836 HEMLOCK FARMS		LORDS VALLEY	PA	18428	CONSULTING SERVICES AS PROJECT MANAGER FOR CBI	Careismatic Brands, LLC	6/15/2024
Service Agreement	Architectural Design Guild	2710 Sutton Blvd		St. Louis	MO	63143	Store Planning Proposal	Strategic Distribution, L.P.	6/15/2024
Consulting Agreement	Arkansas Analytics Group						Consulting Agreement / Proprietary Information /Assignment of Inventions Agreement	Careismatic Brands, LLC	6/15/2024
Service Agreement	Axis Technology, Inc.	8296 W BROWN RD		LOWELL	AR	72745	Professional Services Agreement	Strategic Distribution, L.P.	6/15/2024
Service Agreement	Axis Technology, Inc.	2468 TAPO CANYON RD		SIMI VALLEY	CA	93063	Professional Services Agreement, Effective 8/27/2015	Strategic Distribution, L.P.	6/15/2024
Service Agreement	ASGN Incorporated	2468 TAPO CANYON RD		SIMI VALLEY	CA	93063			6/15/2024
Service Agreement	ASP Staffing	4400 Cox Road	Suite 110	Glen Allen	VA		23060		6/15/2024
Service Agreement	Attentive Mobile, Inc.	9995 Mulfands Blvd.		Irvine	CA	92618	MASTER CLIENT AGREEMENT	Careismatic Brands, LLC	6/15/2024
Service Agreement	Avista Capital Holdings, L.P.	221 River Street	Suite 9047	Hoboken	NJ	07030	Attentive Order Form	Careismatic Brands, LLC	6/15/2024
Service Agreement	Avista Capital Holdings, L.P.	65 East 55th Street, 18th Floor		New York	NY	10022	Monitoring Agreement, Exhibit B	Careismatic Brands, LLC	6/15/2024
Service Agreement	Avista Capital Holdings, L.P.	65 East 55th Street, 18th Floor		New York	NY	10022	Monitoring Agreement, Exhibit B	Strategic Partners Acquisition Corp.	6/15/2024
Service Agreement	Avista Capital Holdings, L.P.	65 East 55th Street, 18th Floor		New York	NY	10022	Monitoring Agreement, Exhibit B	Strategic Partners Corp.	6/15/2024
Service Agreement	Axiom Corporation	200 WESTCREEK BLVD		BRAMPTON	ON	L6T5T7	3PL / Warehousing Solutions Quotation 031011	Strategic Distribution, L.P.	6/15/2024
Service Agreement	Axiom Corporation	200 WESTCREEK BLVD		BRAMPTON	ON	L6T5T7	3PL / WAREHOUSING SOLUTIONS QUOTATION 051611	Careismatic Brands, LLC	6/15/2024
Service Agreement	Axiom Corporation	200 WESTCREEK BLVD		BRAMPTON	ON	L6T5T7	3PL / WAREHOUSING SOLUTIONS QUOTATION 051611	Careismatic Brands, LLC	6/15/2024
Service Agreement	Axiom Corporation	200 WESTCREEK BLVD		BRAMPTON	ON	L6T5T7	Service Agreement	Careismatic Brands, LLC	6/15/2024
Service Agreement	Azione PR, Inc.	3432 Via Oporto #209		Newport Beach	CA		92663 AZIONE Services Agreement	Careismatic Brands, LLC	6/15/2024
Lease	BCIF 120 Logistics Park LLC	1200 17th Street, Suite 2900		Denver	CO	80202	Ares Lease Agreement	Careismatic Brands, LLC	6/15/2024
Lease	BCIF 120 Logistics Park LLC	1200 17th Street, Suite 2900		Denver	CO	80202	Waiver of Landlord's Lien	Careismatic Brands, LLC	6/15/2024
Lease	BCIF 120 Logistics Park LLC	1200 17th Street, Suite 2900		Denver	CO	80202	LEASE AGREEMENT, (SINGLE TENANT)	Careismatic Brands, LLC	6/15/2024
Lease	BCIF 120 Logistics Park LLC	1200 17th Street, Suite 2900		Denver	CO	80202	LEASE AGREEMENT (SINGLE TENANT)	Careismatic Brands, LLC	6/15/2024
Service Agreement	BCM One	PO Box 22270		New York	NY	10087-2270		Krazy Kat Sportswear LLC	6/15/2024
Maintenance Agreement	Belanger Landscape	2595 MILITARY AVENUE		Los Angeles	CA	90064	LANDSCAPE MAINTENANCE CONTRACT, 1/1/2022	Careismatic Brands, LLC	6/15/2024
Maintenance Agreement	Belanger Landscape	2595 MILITARY AVENUE		Los Angeles	CA	90064	LANDSCAPE MAINTENANCE CONTRACT, 11/9/2015	Careismatic Brands, LLC	6/15/2024
Maintenance Agreement	Belanger Landscape	2595 MILITARY AVENUE		Los Angeles	CA	90064	LANDSCAPE MAINTENANCE CONTRACT, 8/15/2006	Careismatic Brands, LLC	6/15/2024
Service Agreement	Bemo Corp	16625 Redmond Way Ste 116		Redmond	WA		98052 Microsoft Enterprise Mobility + Security E5	Careismatic Brands, Inc.	6/15/2024
License Agreement	BIG STRIKE LLC	151 W. Rosecrans Ave.		Gardena	CA	90248	Trademark License Agreement	Careismatic Brands, LLC	6/15/2024
License Agreement	Billian Publishing Inc.	2100 RIVEREDGE PKWY STE 1200		ATLANTA	GA	30328	STANDARD DATABASE LICENSE AGREEMENT (INTERNET VERSION)	Careismatic, LLC	6/15/2024
License Agreement	Billian Publishing Inc.	2100 RIVEREDGE PKWY STE 1200		ATLANTA	GA	30328	RENEWAL OF STANDARD DATABASE LICENSE AGREEMENT	Careismatic, LLC	6/15/2024
Consulting Agreement	Boston Consulting Group	200 Pier 4 Boulevard	10 floor	Boston	MA	02210	Engagement Letter dated 5/25/2021	Careismatic Brands, LLC	6/15/2024
Consulting Agreement	Boston Consulting Group	200 Pier 4 Boulevard	10 floor	Boston	MA	02210	Engagement Letter dated 8/10/2021	Careismatic Brands, LLC	6/15/2024
Service Agreement	Brand Model & Talent Agency, Inc.	601 N Baker		Santa Ana	CA		92703		6/15/2024
Service Agreement	Brand Triangle Company PTY LTD.	Ground Floor, 28 Fricker Road	Illovo, Johannesburg, UNIT 26	Gauteng	CA	2196	MEMORANDUM OF AGREEMENT	Strategic Distribution, L.P.	6/15/2024
Maintenance Agreement	Building Cleaning Services, Inc	820 THOMPSON AVE		GLENDALE	CA	91201	Maintenance Agreement	Careismatic Brands, LLC	6/15/2024
Equipment Agreement	Canon Business Solutions, Inc.	4 Ohio Drive		Lake Success	NY	11042	ACQUISITION AGREEMENT LEASE OR PURCHASE	Strategic Distribution, L.P.	6/15/2024
Equipment Agreement	Canon Business Solutions, Inc.	4 Ohio Drive		Lake Success	NY	11042	Lease Agreement 69231-123	Strategic Distribution, L.P.	6/15/2024
Equipment Agreement	Canon Business Solutions, Inc.	4 Ohio Drive		Lake Success	NY	11042	Maintenance Agreement 1036826 (019) and Addendum 662494	Strategic Distribution, L.P.	6/15/2024
Equipment Agreement	Canon Business Solutions, Inc.	4 Ohio Drive		Lake Success	NY	11042	Maintenance Agreement 1092142 (020)	Strategic Distribution, L.P.	6/15/2024
Equipment Agreement	Canon Business Solutions, Inc.	4 Ohio Drive		Lake Success	NY	11042	Maintenance Agreement 1111834 (021)	Strategic Distribution, L.P.	6/15/2024
Equipment Agreement	Canon Business Solutions, Inc.	4 Ohio Drive		Lake Success	NY	11042	Maintenance Agreement related to Acquisition Agreement S0135704	Strategic Distribution, L.P.	6/15/2024
Equipment Agreement	Canon Business Solutions, Inc.	4 Ohio Drive		Lake Success	NY	11042	Maintenance Agreement Related to Acquisition Agreement S0192721.01	Strategic Distribution, L.P.	6/15/2024

Category	Contract Counterparty	Address 1	Address 2	CITY	STATE	ZIP	Contract Description	Legal Entity	Reject Date
Equipment Agreement	Canon Business Solutions, Inc.	4 Ohio Drive		Lake Success	NY	11042	Maintenance Agreement Related to Acquisition Agreement S0348118.01	Strategic Distribution, L.P.	6/15/2024
Equipment Agreement	Canon Business Solutions, Inc.	4 Ohio Drive		Lake Success	NY	11042	Maintenance Agreement Related to Acquisition Agreement S0348118.01	Strategic Distribution, L.P.	6/15/2024
Equipment Agreement	Canon Business Solutions, Inc.	4 Ohio Drive		Lake Success	NY	11042	Equipment Lease, Agreement No. 1 - 69231 - 17	Strategic Distribution, L.P.	6/15/2024
Equipment Agreement	Canon Business Solutions, Inc.	4 Ohio Drive		Lake Success	NY	11042	Equipment Lease, Agreement No. 69231 - 20	Strategic Distribution, L.P.	6/15/2024
Equipment Agreement	Canon Business Solutions, Inc.	4 Ohio Drive		Lake Success	NY	11042	Equipment Lease, Agreement No. 69231 - 21	Strategic Distribution, L.P.	6/15/2024
Equipment Agreement	Canon Business Solutions, Inc.	4 Ohio Drive		Lake Success	NY	11042	Equipment Lease, Agreement No. 69231 - 19	Strategic Distribution, L.P.	6/15/2024
Equipment Agreement	Canon Business Solutions, Inc.	4 Ohio Drive		Lake Success	NY	11042	Equipment Lease, Agreement No. 69231 - 23	Strategic Distribution, L.P.	6/15/2024
Equipment Agreement	Canon Business Solutions, Inc.	4 Ohio Drive		Lake Success	NY	11042	Equipment Lease, Agreement No. 69231 - 23	Strategic Distribution, L.P.	6/15/2024
Equipment Agreement	Canon Business Solutions, Inc.	4 Ohio Drive		Lake Success	NY	11042	Equipment Lease - S0478233.02	Strategic Distribution, L.P.	6/15/2024
Equipment Agreement	Canon Business Solutions, Inc.	4 Ohio Drive		Lake Success	NY	11042	Equipment Lease - S0476867.01	Strategic Distribution, L.P.	6/15/2024
Equipment Agreement	Canon Business Solutions, Inc.	4 Ohio Drive		Lake Success	NY	11042	Not Reviewed	Strategic Distribution, L.P.	6/15/2024
Equipment Agreement	Canon Business Solutions, Inc.	4 Ohio Drive		Lake Success	NY	11042	Therefore Software License Agreement	Strategic Distribution, L.P.	6/15/2024
Lease	Capital Innovations, Inc.	PO Box 49625		Los Angeles	CA	90049	STANDARD OFFICE LEASE	Careismatic Brands, LLC	6/15/2024
Lease	Capital Innovations, Inc.	PO Box 49625		Los Angeles	CA	90049	STANDARD OFFICE LEASE	Careismatic Brands, LLC	6/15/2024
Lease	Capital Innovations, Inc.	PO Box 49625		Los Angeles	CA	90049	STANDARD OFFICE LEASE	Careismatic Brands, LLC	6/15/2024
Service Agreement	Capital One N.A.	PO Box 669354		Dallas	TX	75266-9354	Signature Page for Capital Innovations	Careismatic Brands, LLC	6/15/2024
Service Agreement	Capro Consulting LLC	1400 Preston Rd, Suite 400		Piano	TX	75063	Agreement	Careismatic Brands, LLC	6/15/2024
Lease	CBRE	3601 Jamboree Road	Suite 100	Newport Beach	CA	92660-2940	FIRST AMENDMENT TO LEASE AND CONSENT TO SUBLETTING	Medelita, LLC	6/15/2024
Lease	CBRE	3601 Jamboree Road	Suite 100	Newport Beach	CA	92660-2940	FIRST AMENDMENT TO LEASE AND CONSENT TO SUBLETTING	Medelita, LLC	6/15/2024
License Agreement	Cartilogo Inc	3601 Jamboree Road	Suite 100	Newport Beach	CA	92660-2940	FIRST AMENDMENT TO LEASE AND CONSENT TO SUBLETTING	Medelita, LLC	6/15/2024
License Agreement	Cartilogo Inc	275 BATTERY ST STE 2600		SAN FRANCISCO	CA	94111	MASTER SUBSCRIPTION AGREEMENT FOR SERVICES	Careismatic Brands, LLC	6/15/2024
License Agreement	Cherokee, Inc.	6835 Valjean Avenue		Van Nuys	CA	91406	Correspondence dated 7/7/2008 memorializing agreement	Careismatic Brands, LLC	6/15/2024
Service Agreement	Cheryl Smith	8212 Hunnicut Rd		Dallas	TX	75228		Careismatic Brands, LLC	6/15/2024
Lease	Choices Home Health Store	414 West Bakerview Rd	Suite 111	Bellingham	WA	98226	Cherokee Shop Concept Agreement	Careismatic Brands, LLC	6/15/2024
License Agreement	CHRISTINA INDUSTRIES, INC.	10473 Artesia Blvd.		Bellflower	CA	90706	E-Commerce Agreement	Strategic Distribution, L.P.	6/15/2024
Service Agreement	CIP global executive search AB	Nybrogat 17		Stockholm	IL	114 39	EXECUTIVE SEARCH AGREEMENT	Careismatic Brands, LLC	6/15/2024
Service Agreement	Cision US Inc.	332 South Michigan Avenue	Suite 900	Chicago	IL	60604-4301	Contract Summary	Strategic Distribution, L.P.	6/15/2024
Service Agreement	Cision US Inc.	332 South Michigan Avenue	Suite 900	Chicago	IL	60604-4301	Proposal for Brunner dated 10/26/2011	Strategic Distribution, L.P.	6/15/2024
Lease	CIT Group Inc.	155 Commerce Way		Portsmouth	NH	03801	Master Lease Agreement	Krazy Kat Sportswear LLC	6/15/2024
Lease	CIT Group Inc.	155 Commerce Way		Portsmouth	NH	03801	EQUIPMENT SCHEDULE #DCC-1704645	Krazy Kat Sportswear LLC	6/15/2024
Lease	CIT Group Inc.	155 Commerce Way		Portsmouth	NH	03801	EQUIPMENT SCHEDULE #DCC-1687300	Krazy Kat Sportswear LLC	6/15/2024
Lease	CIT Group Inc.	155 Commerce Way		Portsmouth	NH	03801	Addendum to Master Lease Schedule	Krazy Kat Sportswear LLC	6/15/2024
Service Agreement	Clarke Warehousing and Distribution	1201 CREDITSTONE RD		CONCORD	ON	L4K0C2	Service Agreement	Careismatic Brands, LLC	6/15/2024
Lease	Clayco LLC	1221 SOUTHSIDE DRIVE		SALEM	VA	24153	Lease Addendum	Careismatic Brands, LLC	6/15/2024
License Agreement	COMPUTER GENERATED SOLUTIONS, INC.	1675 Broadway		New York	NY	10019	Addendum 082907 to Software License Agreement dated 8/29/2007	Med Couture, LLC	6/15/2024
License Agreement	COMPUTER GENERATED SOLUTIONS, INC.	1675 Broadway		New York	NY	10019	Addendum 032707 to Software License Agreement dated 3/27/2007	Med Couture, LLC	6/15/2024
License Agreement	COMPUTER GENERATED SOLUTIONS, INC.	1675 Broadway		New York	NY	10019	Master Services Agreement	Med Couture, LLC	6/15/2024
License Agreement	COMPUTER GENERATED SOLUTIONS, INC.	1675 Broadway		New York	NY	10019	Software Licensing Agreement	Med Couture, LLC	6/15/2024
License Agreement	COMPUTER GENERATED SOLUTIONS, INC.	1675 Broadway		New York	NY	10019	Addendum 121316 to Master Services Agreement	Med Couture, LLC	6/15/2024
Maintenance Agreement	Convergent	2304 TARPLEY RD	SUITE 124	CARROLLTON	TX	75006	CUSTOMER SUPPORT PROGRAM	Careismatic Brands, LLC	6/15/2024
License Agreement	Cordia Experience, Inc	402 West Broadway	Suite 700	San Diego	CA	92101	Cordia Master Services Agreement	Careismatic Brands, LLC	6/15/2024
Service Agreement	Cresc Dallas Project Management	1 Cowboys Way Ste 350		Frisco	TX	75034	Project Management Services	Careismatic Brands, LLC	6/15/2024
License Agreement	CREST DATA SYSTEMS	1ST FL DIVYA BHASKAR HOUSE	SGROAD MAKARBA	AHMEDABAD		380015	Project Title: Business Intelligence Project Executed 12/16/2017	Careismatic Brands, LLC	6/15/2024
License Agreement	CREST DATA SYSTEMS	1ST FL DIVYA BHASKAR HOUSE	SGROAD MAKARBA	AHMEDABAD		380015	Project Title: Business Intelligence Project Executed 12/22/2016	Careismatic Brands, LLC	6/15/2024
License Agreement	CREST DATA SYSTEMS	1ST FL DIVYA BHASKAR HOUSE	SGROAD MAKARBA	AHMEDABAD		380015	Project Title: Walmart BI Project, Executed 5/6/2019	Careismatic Brands, LLC	6/15/2024
Equipment Agreement	Dallas Police Department	PO Box 840185		Dallas	TX	75284-0186	Alarm Permit Registration	Strategic Distribution, L.P.	6/15/2024
Service Agreement	Datapipe, Inc.	10 Exchange Place	Suite 1200	Jersey City	NJ	07302	Amendment to Hosting Services Agreement 2/18/2016	Careismatic Brands, LLC	6/15/2024
Service Agreement	Datapipe, Inc.	10 Exchange Place	Suite 1200	Jersey City	NJ	07302	Amendment to Hosting Services Agreement 2/12/2016	Careismatic Brands, LLC	6/15/2024
Service Agreement	Datapipe, Inc.	10 Exchange Place	Suite 1200	Jersey City	NJ	07302	Amendment to Hosting Services Agreement 2/16/2017	Careismatic Brands, LLC	6/15/2024
Service Agreement	Datapipe, Inc.	10 Exchange Place	Suite 1200	Jersey City	NJ	07302	Amendment to Hosting Services Agreement 6/9/2016	Careismatic Brands, LLC	6/15/2024
Service Agreement	Datapipe, Inc.	10 Exchange Place	Suite 1200	Jersey City	NJ	07302	Amendment to Hosting Services Agreement 2/27/2015	Careismatic Brands, LLC	6/15/2024
Service Agreement	Datapipe, Inc.	10 Exchange Place	Suite 1200	Jersey City	NJ	07302	Amendment to Hosting Services Agreement 5/16/20212	Careismatic Brands, LLC	6/15/2024
Service Agreement	Datapipe, Inc.	10 Exchange Place	Suite 1200	Jersey City	NJ	07302	Amendment to Hosting Services Agreement 2/5/2016	Careismatic Brands, LLC	6/15/2024
Service Agreement	Datapipe, Inc.	10 Exchange Place	Suite 1200	Jersey City	NJ	07302	Hosting Services Agreement	Careismatic Brands, LLC	6/15/2024
Software Agreement	Datasite LLC	733 S. Marquette Ave		Minneapolis	MN	55402	Statement of Work, Agreement # 2311220774	Careismatic Brands, LLC	6/15/2024
Lease	DEBORAH SINGER						LEASE CONTRACT AMENDMENT TO ADD OR CHANGE A ROOMMATE DURING LEASE TERM	Careismatic Brands, LLC	6/15/2024
Repurchase Agreement	DEBORAH SINGER	4020 PRADO DEL TRIGO		CALABASAS	CA	91302		CBI Parent, L.P.	6/15/2024
Separation Agreement	DEBORAH SINGER	4020 Prado Del Trigo		CALABASAS	CA	91302	91302 REPURCHASE AGREEMENT	Careismatic Brands, LLC	6/15/2024
License Agreement	Debs Dancewear & Uniforms Inc.	111 South 24th St West #207		Billings	MT	59102	91302 SEPARATION AGREEMENT	Strategic Distribution, L.P.	6/15/2024
Service Agreement	Delsy S Lopez	5-08 Bergen Ave		Fairlawn	NJ	07410	E-Commerce Agreement	Strategic Distribution, L.P.	6/15/2024
Consulting Agreement	Deligero, Wendeline						CONSULTING AGREEMENT, PROPRIETARY INFORMATION, ASSIGNMENT OF INVENTIONS AGREEMENT	Careismatic Brands, LLC	6/15/2024
Equipment Agreement	Dell Financial Services LLC	#28 Rue Des Nimes Delma 31		Port Au Prince	IL	HT6120	Equipment Lease # # 001-9011634-002	Krazy Kat Sportswear LLC	6/15/2024
Equipment Agreement	Dell Financial Services LLC	PAYMENT PROCESSING CTR		CAROL STREAM	IL	60197-5292	Equipment Lease # # 001-9011634-002, Exhibit A	Krazy Kat Sportswear LLC	6/15/2024
Software Agreement	Dematic	500 Plymouth Ave NE		Grand Rapids	MI	49505-6029	Contract for Divert Zone Addition	Careismatic Brands, LLC	6/15/2024
Others	DEMATIC CORP.	684125 NETWORK PL		CHICAGO	IL	60673-1684	AMENDMENT 2 TO REMOTE SUPPORT	Strategic Distribution, L.P.	6/15/2024
Lease	Dex Imaging	5109 West Lemon ST		Tampa	FL	33609	PROGRAM AGREEMENT	Med Couture, LLC	6/15/2024
Lease	Dex Imaging	5109 West Lemon ST		Tampa	FL	33609	LEASE AGREEMENT	Med Couture, LLC	6/15/2024
Lease	Dex Imaging	5109 West Lemon ST		Tampa	FL	33609	Sales Order/Service Agreement	Med Couture, LLC	6/15/2024
Lease	Dex Imaging	5109 West Lemon ST		Tampa	FL	33609	Sales Order/Service Agreement	Med Couture, LLC	6/15/2024
Lease	Dex Imaging	5109 West Lemon ST		Tampa	FL	33609	Sales Order/Service Agreement	Med Couture, LLC	6/15/2024
Lease	Dex Imaging	5109 West Lemon ST		Tampa	FL	33609	Sales Order/Service Agreement	Med Couture, LLC	6/15/2024
Lease	Dex Imaging	5109 West Lemon ST		Tampa	FL	33609	Sales Order/Service Agreement	Med Couture, LLC	6/15/2024
Lease	Dex Imaging	5109 West Lemon ST		Tampa	FL	33609	Sales Order/Service Agreement	Med Couture, LLC	6/15/2024
Lease	Dex Imaging	5109 West Lemon ST		Tampa	FL	33609	Sales Order/Service Agreement	Med Couture, LLC	6/15/2024
Lease	DEX IMAGING, INC.	5109 W. LEMON STREET		TAMPA	FL	33609	Lease Agreement 20421833LA	Med Couture, LLC	6/15/2024
Lease	DEX IMAGING, INC.	5109 W. LEMON STREET		TAMPA	FL	33609	Lease Agreement 20421833LA	Med Couture, LLC	6/15/2024
Lease	DEX IMAGING, INC.	5109 W. LEMON STREET		TAMPA	FL	33609	Lease Agreement 20438363	Med Couture, LLC	6/15/2024
Lease	DEX IMAGING, INC.	5109 W. LEMON STREET		TAMPA	FL	33609	LEASE AGREEMENT	Med Couture, LLC	6/15/2024
Lease	DEX IMAGING, INC.	5109 W. LEMON STREET		TAMPA	FL	33609	LEASE AGREEMENT	Med Couture, LLC	6/15/2024

Category	Contract Counterparty	Address 1	Address 2	CITY	STATE	ZIP	Contract Description	Legal Entity	Reject Date
Lease	DFW Trailers	PO Box 561212		Dallas	TX	75336	Rental/Lease Agreement	Strategic Distribution, L.P.	6/15/2024
License Agreement	Digital Realty Trust, L.P.	2323 Bryan Street, Suite 1800		Dallas	TX	75201	Carrollton, TX Colocation License Agreement	Careismatic Brands, LLC	6/15/2024
License Agreement	Digital Realty Trust, L.P.	2323 Bryan Street, Suite 1800		Dallas	TX	75201	Carrollton, TX Colocation License Agreement	Careismatic Brands, LLC	6/15/2024
Service Agreement	Dito	PO Box 888452		Los Angeles	CA	90088-8452		Medellia	6/15/2024
License Agreement	DREAM WORKS ANIMATION						Merchandise License Agreement	Careismatic Brands, LLC	6/15/2024
License Agreement	LICENSING, LLC	1000 Flower Street		Glendale	CA	91201			6/15/2024
Consulting Agreement	DmgBox Inc	Dept LA 24086		Pasadena	CA	91185-4086	Payment Invoice	Careismatic Brands, LLC	6/15/2024
	Efficio	579 5TH AVE STE 1200		NEW YORK	NY	10017	Engagement Letter dated 7/27/2023	Careismatic Brands, LLC	6/15/2024
							Silverts Adaptive LLC - New Deal dated 8/3/2022	Silverts Adaptive, LLC	6/15/2024
Service Agreement	EmberTribe	1250 Revolution Mill Dr, Suite 7		Greensboro	NC	27405			6/15/2024
Lease	Enterprise Truck Rental	4201 North State Highway 161		Irving	TX	75038	Flex-E Rent Contract	Careismatic Brands, LLC	6/15/2024
Lease	Enterprise Truck Rental	4201 North State Highway 161		Irving	TX	75038	Schedule A dated 2/24/2022	Careismatic Brands, LLC	6/15/2024
Lease	Enterprise Truck Rental	4201 North State Highway 161		Irving	TX	75038	FLEX-E-RENT CONTRACT	Careismatic Brands, LLC	6/15/2024
Service Agreement	Evergreen Line	One Evertrust Plaza		Jersey City	NJ	07302	Ocean Agreement	Strategic Distribution, L.P.	6/15/2024
Service Agreement	Evergreen Line	One Evertrust Plaza		Jersey City	NJ	07302	Ocean Agreement	Strategic Distribution, L.P.	6/15/2024
Service Agreement	fashionABLE	1512 Compton Avenue		Nashville	TN	37212	Code Happy Store Vendor Agreement	Careismatic Brands, LLC	6/15/2024
							Salesforce Marketing Cloud Implementation		
Service Agreement	FAST SLOW MOTION, LLC	120 19TH ST NORTH	STE 2001	BIRMINGHAM	AL	35203	Proposal dated 12/6/2021	Careismatic Brands, LLC	6/15/2024
Service Agreement	First Choice Coffee Services	18840 PARTHENIA ST		NORTHBRIDGE	CA	91324	Service Agreement	Strategic Distribution, L.P.	6/15/2024
Service Agreement	First Choice Coffee Services	18840 PARTHENIA ST		NORTHBRIDGE	CA	91324	Service Agreement	Careismatic Brands, LLC	6/15/2024
License Agreement	Ford Global Technologies, LLC	330 Town Center Drive		Dearborn	MI	48126	Trademark License Agreement #2012163	Careismatic Brands, LLC	6/15/2024
License Agreement	Ford Motor Company	16800 Executive Plaza Drive	Room 5N214	Dearborn	MI	48126	Trademark License Agreement #2012163	Careismatic Brands, LLC	6/15/2024
Equipment Agreement	Fortna Inc.	1349 W. Peachtree St. NW	Suite 1300	Atlanta	GA	30309	Statement of Work dated 4/7/2021	Careismatic Brands, LLC	6/15/2024
Equipment Agreement	Fortna Inc.	1349 W. Peachtree St. NW	Suite 1300	Atlanta	GA	30309	Preliminary Functional Specification Document (PFSO)	Careismatic Brands, LLC	6/15/2024
Equipment Agreement	Fortna Inc.	1349 W. Peachtree St. NW	Suite 1300	Atlanta	GA	30309	Preliminary Functional Specification Document (PFSO)	Careismatic Brands, LLC	6/15/2024
Equipment Agreement	Fortna Inc.	1349 W. Peachtree St. NW	Suite 1300	Atlanta	GA	30309	Professional Services Agreement	Careismatic Brands, LLC	6/15/2024
Equipment Agreement	Fortna Inc.	1349 W. Peachtree St. NW	Suite 1300	Atlanta	GA	30309	Statement of Work	Careismatic Brands, LLC	6/15/2024
Equipment Agreement	Fortna Inc.	1349 W. Peachtree St. NW	Suite 1300	Atlanta	GA	30309	IDD Agreement	Careismatic Brands, LLC	6/15/2024
Equipment Agreement	Fortna Inc.	1349 W. Peachtree St. NW	Suite 1300	Atlanta	GA	30309	Automatic Bagging Solution	Careismatic Brands, LLC	6/15/2024
Equipment Agreement	Fortna Inc.	1349 W. Peachtree St. NW	Suite 1300	Atlanta	GA	30309	Professional Service Agreement - Automatic Bagging Solution	Careismatic Brands, LLC	6/15/2024
Equipment Agreement	Fortna Inc.	1349 W. Peachtree St. NW	Suite 1300	Atlanta	GA	30309	Automatic Bagging Solution	Careismatic Brands, LLC	6/15/2024
Equipment Agreement	Fortna Inc.	1349 W. Peachtree St. NW	Suite 1300	Atlanta	GA	30309	Preliminary Functional Specification Document (PFSO)	Careismatic Brands, LLC	6/15/2024
Equipment Agreement	Fortna Inc.	1349 W. Peachtree St. NW	Suite 1300	Atlanta	GA	30309	IDD Agreement Amendment	Careismatic Brands, LLC	6/15/2024
Equipment Agreement	Fortna Inc.	1349 W. Peachtree St. NW	Suite 1300	Atlanta	GA	30309	Master MHS Agreement	Careismatic Brands, LLC	6/15/2024
Equipment Agreement	Fortna Inc.	1349 W. Peachtree St. NW	Suite 1300	Atlanta	GA	30309	Master MHS Agreement	Careismatic Brands, LLC	6/15/2024
Equipment Agreement	Fortna Inc.	1349 W. Peachtree St. NW	Suite 1300	Atlanta	GA	30309	Preliminary Functional Specification Document	Careismatic Brands, LLC	6/15/2024
Equipment Agreement	Fortna Inc.	1349 W. Peachtree St. NW	Suite 1300	Atlanta	GA	30309	Statement of Work	Careismatic Brands, LLC	6/15/2024
Equipment Agreement	Fortna Inc.	1349 W. Peachtree St. NW	Suite 1300	Atlanta	GA	30309	ASSIGNMENT OF PURCHASE AGREEMENT	Careismatic Brands, LLC	6/15/2024
Equipment Agreement	Fortna Inc.	1349 W. Peachtree St. NW	Suite 1300	Atlanta	GA	30309			
Service Agreement	Fredrickson & Byron PA	200 South Sixth St	Suite 4000	Minneapolis	MN	55402-1425	Progress Payment Request and Authorization #1	Careismatic Brands, LLC	6/15/2024
Service Agreement	Freshlink Product Development LLC,						Engagement Letter dated 5/12/2023	Careismatic Brands, LLC	6/15/2024
Service Agreement	d/b/a Prepara	247 Centre Street-4th Floor		New York	NY	10013	Code Happy Store Vendor Agreement	Careismatic Brands, LLC	6/15/2024
Service Agreement	Frontier	PO Box 740407		Cincinnati	OH	45274-0407	1GBPS Dedicated Fiber for Santa Monica	Careismatic Brands, LLC	6/15/2024
Purchase Agreement	GDF SUEZ ENERGY RESOURCES NA, INC.	1990 POST OAK BLVD		HOUSTON	TX	77056	SALES CONFIRMATION TEXAS FIXED PRICE RTC	Strategic Distribution, L.P.	6/15/2024
Lease	Geneva Capital LLC	522 Broadway Street, Suite 4		Alexandria	VA	22304	MASTER EQUIPMENT LEASE AGREEMENT, Agreement # 47454	Medellia, LLC	6/15/2024
License Agreement	Genundewah Uniforms	137 South Main St		Canandaigua	NY	14424	E-Commerce Agreement	Strategic Distribution, L.P.	6/15/2024
Maintenance Agreement	GeoState LLC	5100 Eldorado Parkway	Unit 102-385	McKinney	TX	75070	Agreement	Careismatic Brands, LLC	6/15/2024
Maintenance Agreement	GeoState LLC	5100 Eldorado Parkway	Unit 102-385	McKinney	TX	75070	Agreement	Careismatic Brands, LLC	6/15/2024
Maintenance Agreement	GeoState LLC	5100 Eldorado Parkway	Unit 102-385	McKinney	TX	75070	Agreement	Careismatic Brands, LLC	6/15/2024
Separation Agreement	Girisha Chandraraj	2238 Iroquois Road		Wilmette	IL	60091	SEPARATION AGREEMENT	Careismatic Brands, LLC	6/15/2024
Employment Agreement	Girisha Chandraraj	2238 Iroquois Road		Wilmette	IL	60091			
Service Agreement	GLAS Americas LLC	3 Second St	Suite 206	Jersey City	NJ	07302	Correspondence dated 1/4/2024 re: separation	Careismatic Brands, LLC	6/15/2024
Service Agreement	GLAS Americas LLC	3 Second St	Suite 206	Jersey City	NJ	07302	Performance Guaranty	New Trojan Parent, Inc.	6/15/2024
Service Agreement	GLAS USA LLC	3 Second St	Suite 206	Jersey City	NJ	07311	Administrative Agent and Collateral Agent Fee Letter	Careismatic Brands, LLC	6/15/2024
Service Agreement	Globalex Inc. d/b/a Aquisse	331 Science Drive		Moorpark	CA	93021	Backup Service Agreement	Careismatic Brands, LLC	6/15/2024
							Code Happy Store Vendor Agreement	Careismatic Brands, LLC	6/15/2024
Maintenance Agreement	Granite Landscape & Maintenance	PO Box 2022		Grapevine	TX	76051	Landscaping Maintenance Contract	Strategic Distribution, L.P.	6/15/2024
Service Agreement	GXS, Inc.	PO BOX 640731		PITTSBURG	PA	15264-0371	GXS Active Catalogue Services Schedule	Strategic Distribution, L.P.	6/15/2024
Service Agreement	GXS, Inc.	PO BOX 640731		PITTSBURG	PA	15264-0371	GXS Active Catalogue Services Schedule	Strategic Distribution, L.P.	6/15/2024
Service Agreement	GXS, Inc.	PO BOX 640731		PITTSBURG	PA	15264-0371	GXS Active Catalogue Services Schedule	Strategic Distribution, L.P.	6/15/2024
Equipment Agreement	Halcyon Security LLC	4700 Birchbend Lane		Fort Worth	TX	76137	Equipment Finance Agreement No. 108117	Careismatic Brands, LLC	6/15/2024
Purchase Agreement	Hanchett Paper Company d/b/a Shorr Packaging Corp.	4000 FERRY RD		AURORA	IL	60502	Affiliation Agreement	Careismatic Brands, LLC	6/15/2024
License Agreement	Hearst Holdings, Inc.	300 West 57th Street, 15th Floor		New York	NY	10019	Licensing Agreement Domestic	Strategic Distribution, L.P.	6/15/2024
Service Agreement	Herbert Mines Associates Inc.	250 Park Ave		New York	NY				6/15/2024
Maintenance Agreement	Hivelocity Ventures Corp.	8010 Woodland Center Blvd Ste 700		Tampa	FL	33614	Purchase - Invoice Number: INV-12985-350147	Careismatic Brands, LLC	6/15/2024
Service Agreement	Hoopindicia Corp	1800-A Abbot Kinney Blvd		Venice	CA	90291	Code Happy Store Vendor Agreement	Careismatic Brands, LLC	6/15/2024
Lease	HUBBLE PARKER LLC	550 Newport Center Drive		Newport Beach	CA	92660	Lease	Medellia, LLC	6/15/2024
Lease	HUBBLE PARKER LLC	550 Newport Center Drive		Newport Beach	CA	92660	GUARANTEE OF LEASE	New Trojan Parent, Inc.	6/15/2024
Lease	HUBBLE PARKER LLC	550 Newport Center Drive		Newport Beach	CA	92660	GUARANTEE OF LEASE	Medellia, LLC	6/15/2024
Lease	HUBBLE PARKER LLC	550 Newport Center Drive		Newport Beach	CA	92660	GUARANTEE OF LEASE	New Trojan Parent, Inc.	6/15/2024
Lease	HUBBLE PARKER LLC	550 Newport Center Drive		Newport Beach	CA	92660	Lease	Medellia, LLC	6/15/2024
Lease	HUBBLE PARKER LLC	550 Newport Center Drive		Newport Beach	CA	92660	Lease	New Trojan Parent, Inc.	6/15/2024
Service Agreement	Hy-Tek Material Handling, LLC	4600 Houston Road		Florence	KY	41042	Master Services Agreement	Careismatic Brands, LLC	6/15/2024
Service Agreement	Hy-Tek Material Handling, LLC	4600 Houston Road		Florence	KY	41042	Addendum A	Careismatic Brands, LLC	6/15/2024
Lease	I&G Direct Real Estate 32H LP	One Meadowlands Plaza	Suite 804	East Rutherford	NJ	07073	Agreement of Lease	Krazy Kat Sportswear LLC	6/15/2024
Lease	I&G Direct Real Estate 32H LP	One Meadowlands Plaza	Suite 804	East Rutherford	NJ	07073	Agreement of Lease	Krazy Kat Sportswear LLC	6/15/2024
Lease	I&G Direct Real Estate 32H LP	One Meadowlands Plaza	Suite 804	East Rutherford	NJ	07073	First Amendment to Lease	Krazy Kat Sportswear LLC	6/15/2024
Lease	I&G Direct Real Estate 32H LP	One Meadowlands Plaza	Suite 804	East Rutherford	NJ	07073	First Amendment to Lease	Krazy Kat Sportswear LLC	6/15/2024
Service Agreement	Ice Affects Inc	#102 1207 11 Ave SW		Calgary	Alberta	T3C0M5	Code Happy Store Vendor Agreement	Careismatic Brands, LLC	6/15/2024
Equipment Agreement	iLobby Corp.	3605 Weston Rd.		Toronto	ON	M8L 1V7	Order Number: 27072020 - 02	Careismatic Brands, LLC	6/15/2024
Equipment Agreement	iLobby Corp.	3605 Weston Rd.		Toronto	ON	M8L 1V7	END USER LICENSE AGREEMENT	Careismatic Brands, LLC	6/15/2024
Equipment Agreement	iLobby Corp.	3605 Weston Rd.		Toronto	ON	M8L 1V7	FeverCheck Terms and Conditions	Careismatic Brands, LLC	6/15/2024
Maintenance Agreement	ImageNet Consulting	13 NORTH BROADWAY AVE		OKLAHOMA CITY	OK	73102	Smart Lease, Sales Order 295481	Med Couture, LLC	6/15/2024
Lease	ImageNet Consulting LLC	913 N Broadway Ave		Oklahoma City	OK		Smart Lease	Med Couture, LLC	6/15/2024
	Information & Computing Services, Inc.						On-Line Services Agreement RF-Smart for		
Service Agreement	Inc.	3563 Phillips Highway	Suite F-601	Jacksonville	FL	32207	Netsuite	Medellia, LLC	6/15/2024
Maintenance Agreement	Ingersoll-Rand Company	800-B Beaty Street		Davidson	NC	28036	PackageCare Agreement	Strategic Distribution, L.P.	6/15/2024
Maintenance Agreement	Ingersoll-Rand Company	800-B Beaty Street		Davidson	NC	28036	Asset Swap / Unit Replace - Addendum	Strategic Distribution, L.P.	6/15/2024
Maintenance Agreement	Ingersoll-Rand Company	800-B Beaty Street		Davidson	NC	28036	Package Care Agreement	Strategic Distribution, L.P.	6/15/2024
Maintenance Agreement	Ingersoll-Rand Company	800-B Beaty Street		Davidson	NC	28036	Package Care Agreement	Strategic Distribution, L.P.	6/15/2024
Maintenance Agreement	Ingersoll-Rand Company	800-B Beaty Street		Davidson	NC	28036	PackageCare Amendment- Term Extension	Strategic Distribution, L.P.	6/15/2024

Category	Contract Counterparty	Address 1	Address 2	CITY	STATE	ZIP	Contract Description	Legal Entity	Reject Date
Service Agreement	InterTel NetSolutions	885 Trademark Drive		Reno	NV	89521	Dedicated Long Distance Service Agreement	Strategic Distribution, L.P.	6/15/2024
Purchase Agreement	Inter-Tel Technologies, Inc.	1251 E. Dyer Rd.	Suite 100	Sanita Ana	CA	92705	PURCHASE AGREEMENT	Careismatic Brands, LLC	6/15/2024
Service Agreement	Intralinks, Inc.	150 East 42nd Street		New York	NY	10017	Agreement for IntraLinks Services, BCN 192040	Careismatic Brands, LLC	6/15/2024
Service Agreement	Intralinks, Inc.	150 East 42nd Street		New York	NY	10017	Contract ID: 5089666, Quote ID: Q150998	Careismatic Brands, LLC	6/15/2024
Service Agreement	Intralinks, Inc.	150 East 42nd Street		New York	NY	10017	On Demand Work Space Order, BCN 82132	Careismatic Brands, LLC	6/15/2024
Equipment Agreement	Ipro Media Inc.	6652 Pinecrest Drive	Suite 400	Plano	TX	75024	Equipment Agreement C-2020099	Med Couture, LLC	6/15/2024
Equipment Agreement	Ipro Media Inc.	6652 Pinecrest Drive	Suite 400	Plano	TX	75024	Support Agreement C-2020099	Med Couture, LLC	6/15/2024
Equipment Agreement	Ipro Media Inc.	6652 Pinecrest Drive	Suite 400	Plano	TX	75024	Ipro Anywhere Premise Equipment Agreement, Contract C-2020846	Med Couture, LLC	6/15/2024
Equipment Agreement	Ipro Media Inc.	6652 Pinecrest Drive	Suite 400	Plano	TX	75024	Ipro Anywhere Services and Support Agreement C-2023941	Med Couture, LLC	6/15/2024
Equipment Agreement	Ipro Media Inc.	6652 Pinecrest Drive	Suite 400	Plano	TX	75024	Ipro Anywhere Services and Support Agreement C-2021270	Med Couture, LLC	6/15/2024
Equipment Agreement	Ipro Media Inc.	6652 Pinecrest Drive	Suite 400	Plano	TX	75024	Ipro Anywhere Premise Equipment Agreement, Contract C-2020773	Med Couture, LLC	6/15/2024
Equipment Agreement	Ipro Media Inc.	6652 Pinecrest Drive	Suite 400	Plano	TX	75024	Ipro Anywhere Premise Equipment Agreement, Contract C-2020663	Med Couture, LLC	6/15/2024
Equipment Agreement	Ipro Media Inc.	6652 Pinecrest Drive	Suite 400	Plano	TX	75024	Ipro Anywhere Premise Equipment Agreement, Contract C-2020664	Med Couture, LLC	6/15/2024
Equipment Agreement	Ipro Media Inc.	6652 Pinecrest Drive	Suite 400	Plano	TX	75024	Ipro Anywhere Premise Equipment Agreement, Contract C-2020099	Med Couture, LLC	6/15/2024
Equipment Agreement	Ipro Media Inc.	6652 Pinecrest Drive	Suite 400	Plano	TX	75024	Ipro Anywhere Services and Support Agreement C-2020099	Med Couture, LLC	6/15/2024
Equipment Agreement	Ipro Media Inc.	6652 Pinecrest Drive	Suite 400	Plano	TX	75024	Ipro Anywhere Services and Support Agreement C-2021270	Med Couture, LLC	6/15/2024
Equipment Agreement	Ipro Media Inc.	6652 Pinecrest Drive	Suite 400	Plano	TX	75024	Equipment Agreement C-2020664	Med Couture, LLC	6/15/2024
Equipment Agreement	Ipro Media Inc.	6652 Pinecrest Drive	Suite 400	Plano	TX	75024	Equipment Agreement C-2020773	Med Couture, LLC	6/15/2024
Equipment Agreement	Ipro Media Inc.	6652 Pinecrest Drive	Suite 400	Plano	TX	75024	Equipment Agreement C-2023739	Med Couture, LLC	6/15/2024
Equipment Agreement	Ipro Media Inc.	6652 Pinecrest Drive	Suite 400	Plano	TX	75024	Equipment Agreement C-2020846	Med Couture, LLC	6/15/2024
Equipment Agreement	Ipro Media Inc.	6652 Pinecrest Drive	Suite 400	Plano	TX	75024	Equipment Agreement C-2020663	Med Couture, LLC	6/15/2024
Equipment Agreement	Ipro Media Inc.	6652 Pinecrest Drive	Suite 400	Plano	TX	75024	Equipment Agreement C-2021270	Med Couture, LLC	6/15/2024
Equipment Agreement	Ipro Media Inc.	6652 Pinecrest Drive	Suite 400	Plano	TX	75024	Equipment Agreement C-2023941	Med Couture, LLC	6/15/2024
Lease	Irvine Company	662773 - 100 - S24524	PO BOX 846461	LOS ANGELES	CA	90084-6461	27 Hubble Lease, ID: S24524	Medella, LLC	6/15/2024
Software Agreement	iSoft Corporation	10300 North Central Expressway	Suite 500	Dallas	TX	75231	Master License Agreement dated 1/3/2003	Careismatic Brands, LLC	6/15/2024
Software Agreement	iSoft Corporation	10300 North Central Expressway	Suite 500	Dallas	TX	75231	Master License Agreement dated 1/3/2003	Careismatic Brands, LLC	6/15/2024
Purchase Agreement	J.C. Penney Corporation, Inc.	6501 Legacy Drive		Plano	TX	75024-3698	Trading Partner Agreement for Domestic Merchandise Purchase Contracts	Strategic Distribution, L.P.	6/15/2024
Consulting Agreement	Jink of NWA LLC			LOWELL	AR	72745	Consulting Agreement / Proprietary Information / Assignment of Inventions Agreement	Careismatic Brands, LLC	6/15/2024
Service Agreement	Jmills Entertainment	8296 W BROWN RD		WOODS CROSS	UT	84087	Project Agreement	Careismatic Brands, LLC	6/15/2024
Service Agreement	Jmills Entertainment	1589 W. 2225 S		WOODS CROSS	UT	84087	Project Agreement	Careismatic Brands, LLC	6/15/2024
Service Agreement	Jmills Entertainment	1589 W. 2225 S		WOODS CROSS	UT	84087	Project Agreement	Careismatic Brands, LLC	6/15/2024
Consulting Agreement	John David Price	2207A Pullman Lane		Redondo Beach	CA	90278	Consulting Agreement / Proprietary Information / Assignment of Inventions Agreement	Careismatic Brands, LLC	6/15/2024
Consulting Agreement	John Purcell	472 Lakeshore Drive		Berkeley Lake	GA	30096	Assignment of Inventions Agreement	Careismatic Brands, LLC	6/15/2024
Service Agreement	Jordan Wright	921 N Gardner St #2		West Hollywood	CA	90046		Careismatic Brands, LLC	6/15/2024
Service Agreement	Justine Ipac	9577 Gondolier St		Las Vegas	NV	89178		Careismatic Brands, LLC	6/15/2024
Service Agreement	Kaflo, Inc.	19200 Stevens Creek Blvd.	Suite 210	Cupertino	CA	95014	Internet Marketing Services Agreement	AllHearts, LLC	6/15/2024
License Agreement	Katie Duke	204 E. 84th Street, Apt. 1E		New York	NY	10028	LICENSE AGREEMENT	Careismatic Brands, LLC	6/15/2024
Contractor Agreement	Katie Duke	204 E. 84th Street, Apt. 1E		New York	NY	10028	Independent Contractor / Proprietary Information / Assignment of Inventions Agreement	Careismatic Brands, LLC	6/15/2024
Contractor Agreement	Katie Duke	204 E. 84th Street, Apt. 1E		New York	NY	10028	Talent/Marketing Agreement	Careismatic Brands, LLC	6/15/2024
Professional Services	Katten Muchin Rosenman LLP	525 W Monroe St Ste 1900		Chicago	IL	60661		Careismatic Brands, LLC	6/15/2024
Separation Agreement	Kayla Singer	25334 Prado de la Felicidad		Calabasas	CA	91302	SEPARATION AGREEMENT	Careismatic Brands, LLC	6/15/2024
Lease	Kilroy Realty, L.P.	12200 West Olympic Blvd	Suite 200	Los Angeles	CA	90064	First Amendment to Office Lease	AllHearts, LLC	6/15/2024
Lease	Kilroy Realty, L.P.	12200 West Olympic Blvd	Suite 200	Los Angeles	CA	90064	Office Lease	AllHearts, LLC	6/15/2024
Lease	Kilroy Realty, L.P.	12200 West Olympic Blvd	Suite 200	Los Angeles	CA	90064	Correspondence dated 6/16/2016 re: lease term dates	AllHearts, LLC	6/15/2024
Consulting Agreement	Kim Mullin			Los Angeles	CA	90064	Independent Contractor / Proprietary Information / Assignment of Inventions Agreement	Careismatic Brands, LLC	6/15/2024
Service Agreement	Klein & Wilson	PO Box 724		Pineville	MO	64856		Careismatic Brands, LLC	6/15/2024
Consulting Agreement	KPAX Consult LTD.	4770 VON KARMAN AVE		NEWPORT BEACH	CA	92660	Attorney Client Hourly Fee Agreement	Careismatic Brands, LLC	6/15/2024
Purchase Agreement	Kyle Weiner	4426 W. Collins Circle		Rogers	AR	72758	Consulting Agreement / Proprietary Information / Assignment of Inventions Agreement	Careismatic Brands, LLC	6/15/2024
Lease	I&G DIRECT REAL ESTATE 32H, LP	9400 CORBIN AVE #4100		NORTHBRIDGE	CA	91324	PURCHASE AGREEMENT	Trojan Buyer, Inc.	6/15/2024
Lease	I&G DIRECT REAL ESTATE 32H, LP	One Meadowlands Plaza	Suite 804	East Rutherford	NJ	07073	Agreement of Lease	Krazy Kat Sportswear LLC	6/15/2024
Lease	I&G DIRECT REAL ESTATE 32H, LP	One Meadowlands Plaza	Suite 804	East Rutherford	NJ	07073	First Amendment to Lease (COVID Rent Abatement)	Krazy Kat Sportswear LLC	6/15/2024
Lease	I&G DIRECT REAL ESTATE 32H, LP	One Meadowlands Plaza	Suite 804	East Rutherford	NJ	07073	Lease Option Exercise Notice	Krazy Kat Sportswear LLC	6/15/2024
Consulting Agreement	Laurie Kaplan	2784 N. Augusta Drive		Wadsworth	IL	60083	Consulting Agreement / Proprietary Information / Assignment of Inventions Agreement	Careismatic Brands, LLC	6/15/2024
Consulting Agreement	Lavetta Willis			Wadsworth	IL	60083	Independent Contractor / Proprietary Information / Assignment of Inventions Agreement	Careismatic Brands, LLC	6/15/2024
Service Agreement	Law Office of William J. Mall, III	621 McCadden Place		Los Angeles	CA	90005		Careismatic Brands, LLC	6/15/2024
Lease	Leaf Capital Funding LLC	2201 E CHAPMAN AVE		FULLERTON	CA	92831	LEGAL FEE AGREEMENT	Careismatic Brands, LLC	6/15/2024
Service Agreement	Liaison Technologies, Inc.	2005 Market St 14th Floor		Philadelphia	PA	19103	LEASE AGREEMENT	Medella, LLC	6/15/2024
Service Agreement	Liaison Technologies, Inc.	DEPT AT 952956		ATLANTA	GA	31192-2956	Schedule No. 2 Liaison Master Software and Services Agreement	Careismatic Brands, LLC	6/15/2024
Consulting Agreement	Lionfish Partners	630 South Orange Drive		Los Angeles	CA	90036	Consulting Agreement / Proprietary Information / Assignment of Inventions Agreement	Careismatic Brands, LLC	6/15/2024
Consulting Agreement	Livingston International Professional Services, Inc.	20700 Civic Center Drive, Suite 500		Southfield	MI	48076	Consulting Services Agreement	Strategic Distribution, L.P.	6/15/2024
Service Agreement	Livingston International Trade Services, Inc.	150 Pierce Road		Itasca	IL	60143	Service Agreement	Careismatic Brands, LLC	6/15/2024
Service Agreement	Livingston International, Inc.	PO BOX 920		BUFFALO	NY	14213	General Agency Agreement	Strategic Distribution, L.P.	6/15/2024
Consulting Agreement	Lucia Boss	10324 Larwin Ave		Los Angeles	CA	91311	Consulting Agreement / Proprietary Information / Assignment of Inventions Agreement	Careismatic Brands, LLC	6/15/2024
Consulting Agreement	Luvy Juseth Urbina Sandino	ANTIGUA TERMINAL DE BUSES DE TIPI TAPA 1C		BARRIO ORONTE CENTENO			Consulting Agreement / Proprietary Information / Assignment of Inventions Agreement	Careismatic Brands, LLC	6/15/2024
Equipment Agreement	Malin Integrated Handling Solutions and Design	15870 Midway Road		Addison	TX	75001	Proposal	Strategic Distribution, L.P.	6/15/2024
Equipment Agreement	Malin, A Raymond Company	15870 Midway Rd.		Addison	TX	75001	Exclusive Agreement	Careismatic Brands, LLC	6/15/2024
Equipment Agreement	Malin, A Raymond Company	15870 Midway Rd.		Addison	TX	75001	Exclusive Agreement	Med Couture, LLC	6/15/2024
Equipment Agreement	Malin, A Raymond Company	15870 Midway Rd.		Addison	TX	75001	Exclusive Agreement	Careismatic Brands, LLC	6/15/2024
Equipment Agreement	Malin, A Raymond Company	15870 Midway Rd.		Addison	TX	75001	Demo-Rental Proposal Agreement	Strategic Distribution, L.P.	6/15/2024
Equipment Agreement	Malin, A Raymond Company	15870 Midway Rd.		Addison	TX	75001	Demo-Rental Proposal Agreement	Strategic Distribution, L.P.	6/15/2024
Equipment Agreement	Malin, A Raymond Company	15870 Midway Rd.		Addison	TX	75001	Demo-Rental Proposal Agreement	Strategic Distribution, L.P.	6/15/2024
Equipment Agreement	Malin, A Raymond Company	15870 Midway Rd.		Addison	TX	75001	Demo-Rental Proposal Agreement	Strategic Distribution, L.P.	6/15/2024
Manufacturing Agreement	Managed Healthcare Associates, Inc.	25-A Vreeland Road, Suite 200		Florham Park	NJ	07932	MHA Contract #SILV2021	Silverts Adaptive, LLC	6/15/2024

Category	Contract Counterparty	Address 1	Address 2	CITY	STATE	ZIP	Contract Description	Legal Entity	Reject Date
Consulting Agreement	MARK SCHAUSTER						Independent Contractor/Proprietary Information/Assignment of Inventions Agreement	Careismatic Brands, LLC	
Equipment Agreement	Marlin Business Bank	100 COVENTRY WAY		HIGHLAND	IL	62249			6/15/2024
License Agreement	Marvel Brands, LLC	PO BOX 13604		PHILADELPHIA	PA	19101-3604	New Agreement Checklist	Careismatic Brands, LLC	6/15/2024
License Agreement	Marvel Brands, LLC	135 West 50th Street, 7th Floor		New York	NY	10020	LICENSE AGREEMENT	Careismatic Brands, LLC	6/15/2024
License Agreement	Marvel Characters B.V.	135 West 50th Street, 7th Floor		New York	NY	10020	SCHEDULE TO LICENSE AGREEMENT	Careismatic Brands, LLC	6/15/2024
License Agreement	Mayra Scrubs N Stuff	500 South Buena Vista St. MC3301, 3419 Route 40	FG Wells Building, 2nd Floor	Burbank	CA	91311	LICENSE AGREEMENT	Careismatic Brands, LLC	6/15/2024
License Agreement				Washington	PA	15301	E-Commerce Agreement	Strategic Distribution, L.P.	6/15/2024
Employment Agreement	McAdam, Paul	328 VLG POINTE LN		WILLIAMSVILLE	NY	14221	TRANSITION AND SEPARATION AGREEMENT	Careismatic Brands, LLC	6/15/2024
Consulting Agreement	Melora Reyes Pingkian	Imp. Helene St. Macary	Berth 1, Morne Brun Pension Ville	Prinze	CA		FULL AND FINAL RELEASE OF CLAIMS	Careismatic Brands, LLC	6/15/2024
Employment Agreement	Michael Singer	25334 PRADO DE LA FELICIDAD		CALABASAS	CA	91302	Independent Contractor Agreement	Careismatic Brands, LLC	6/15/2024
Consulting Agreement	Michael Singer	25334 PRADO DE LA FELICIDAD		CALABASAS	CA	91302	Confidential Separation Agreement	Careismatic Brands, LLC	6/15/2024
							CONSULTING AGREEMENT	Careismatic Brands, LLC	6/15/2024
							Correspondence dated 9/12/2019 from Michaelman & Robinson LLP re: Communication Strategy for Michael Singer / Strategic Partners Legal Action		
Service Agreement	Michaelman & Robinson LLP	10880 Wishire Blvd	19th Floor	Los Angeles	CA	90024		Careismatic Brands, LLC	6/15/2024
Professional Services	Michaelman & Robinson LLP	10880 Wishire Blvd	19th Floor	Los Angeles	CA	90024		Careismatic Brands, LLC	6/15/2024
Consulting Agreement	Microtrace, LLC	790 Fletcher Drive, Suite 106		Elgin	IL	60123-4755	Consulting Agreement	Careismatic Brands, LLC	6/15/2024
Consulting Agreement	Microtrace, LLC	790 Fletcher Drive, Suite 106		Elgin	IL	60123-4755	Memo re Consulting Agreement	Careismatic Brands, LLC	6/15/2024
Service Agreement	Mind Over Media	702 16th Street		Santa Monica	CA	90402	Addendum #3 to Agreement Letter for 2015 Services	Careismatic Brands, LLC	6/15/2024
Service Agreement	Mind Over Media	702 16th Street		Santa Monica	CA	90402	Addendum #3 to Agreement Letter for 2015 Services	Careismatic Brands, LLC	6/15/2024
Service Agreement	Mind Over Media	702 16th Street		Santa Monica	CA	90402	Addendum #1 to Agreement Letter for 2015 Services	Careismatic Brands, LLC	6/15/2024
Service Agreement	Mind Over Media	702 16th Street		Santa Monica	CA	90402	Addendum #2 to Agreement Letter for 2015 Services	Careismatic Brands, LLC	6/15/2024
Service Agreement	Mind Over Media	702 16th Street		Santa Monica	CA	90402	Addendum #2 to Agreement Letter for 2015 Services	Careismatic Brands, LLC	6/15/2024
Service Agreement	Mind Over Media	702 16th Street		Santa Monica	CA	90402	Addendum #2 to Agreement Letter for 2015 Services	Careismatic Brands, LLC	6/15/2024
Service Agreement	Mind Over Media	702 16th Street		Santa Monica	CA	90402	Addendum to Agreement Letter for 2014 Services (Newtopia/Scrubs Wellness Challenge)	Careismatic Brands, LLC	6/15/2024
Service Agreement	Mind Over Media	702 16th Street		Santa Monica	CA	90402	Addendum to Agreement Letter for 2014 Services (Scrubs Magazine / Spring 2015 / Four Additional Edit Pages)	Careismatic Brands, LLC	6/15/2024
Service Agreement	Mind Over Media	702 16th Street		Santa Monica	CA	90402	Agreement Letter for 2013 Services	Careismatic Brands, LLC	6/15/2024
Service Agreement	Mind Over Media	702 16th Street		Santa Monica	CA	90402	Agreement Letter for 2014 Services	Careismatic Brands, LLC	6/15/2024
Service Agreement	Mind Over Media	702 16th Street		Santa Monica	CA	90402	Agreement Letter for 2015 Services	Careismatic Brands, LLC	6/15/2024
Purchase Agreement	Mitel Technologies, Inc.	1146 North Alma School Road		Mesa	AZ	85201	Purchase Order Agreement	Strategic Distribution, L.P.	6/15/2024
Service Agreement	Mood's Investors Service	7 WTC at 250 Greenwich Street		New York	NY	10007	Rating Service Agreement	Strategic Partners Acquisition Corp.	6/15/2024
Service Agreement	Mood's Investors Service	7 WTC at 250 Greenwich Street		New York	NY	10007	Fee Schedule	Careismatic Brands, LLC	6/15/2024
Service Agreement	MorganFranklin Consulting, LLC	7900 Tysons One Place	Suite 300	McLean	VA	22102	Purchase Order Agreement	Careismatic Brands, LLC	6/15/2024
							Amendment: Independent Contractor / Proprietary Information / Assignment of Inventions Agreement		
Consulting Agreement	Nancy Sullivan	487 E. Providencia Ave	Unit A	Burbank	CA	91501	Information / Assignment of Inventions Agreement	Careismatic Brands, LLC	6/15/2024
Consulting Agreement	Nancy Sullivan	487 E. Providencia Ave	Unit A	Burbank	CA	91501	Independent Contractor / Proprietary Information / Assignment of Inventions Agreement	Careismatic Brands, LLC	6/15/2024
Consulting Agreement	Nancy Sullivan	487 E. Providencia Ave	Unit A	Burbank	CA	91501	Second Amendment: Independent Contractor / Proprietary Information / Assignment of Inventions Agreement	Careismatic Brands, LLC	6/15/2024
Lease	Networks Electronic Corp.	9750 DE SOTO AVE		CHATSWORTH	CA	91311-4409	Addendum to Lease	Careismatic Brands, LLC	6/15/2024
Lease	Networks Electronic Corp.	9750 DE SOTO AVE		CHATSWORTH	CA	91311-4409	Industrial/Commercial Multi-Tenant Lease-Net	Careismatic Brands, LLC	6/15/2024
Consulting Agreement	NFP	401K ADVISORS INC	120 VANTIS STE 400	ALISO VIEJO	CA	92656	Engagement Agreement	Careismatic Brands, LLC	6/15/2024
Maintenance Agreement	NJ Malin & Associates LLC	15870 Midway Road		Addison	TX	75001	COMPREHENSIVE FIXED PRICE MAINTENANCE	Strategic Distribution, L.P.	6/15/2024
Maintenance Agreement	NJ Malin & Associates LLC	15870 Midway Road		Addison	TX	75001	Comprehensive Fixed Price Maintenance Agreement Number: 1190005	Careismatic Brands, LLC	6/15/2024
Maintenance Agreement	NJ Malin & Associates LLC	15870 Midway Road		Addison	TX	75001	Comprehensive Fixed Price Maintenance Agreement Number: 1190043	Careismatic Brands, LLC	6/15/2024
Maintenance Agreement	NJ Malin & Associates LLC	15870 Midway Road		Addison	TX	75001	Comprehensive Fixed Price Maintenance Agreement Number: 11900768	Careismatic Brands, LLC	6/15/2024
Maintenance Agreement	NJ Malin & Associates LLC	15870 Midway Road		Addison	TX	75001	Comprehensive Fixed Price Maintenance Agreement Number: 1190101	Careismatic Brands, LLC	6/15/2024
Maintenance Agreement	NJ Malin & Associates LLC	15870 Midway Road		Addison	TX	75001	Comprehensive Fixed Price Maintenance Agreement Number: 1200043	Strategic Distribution, L.P.	6/15/2024
Maintenance Agreement	NJ Malin & Associates LLC	15870 Midway Road		Addison	TX	75001	Comprehensive Fixed Price Maintenance Agreement Number: 1180041	Strategic Distribution, L.P.	6/15/2024
Maintenance Agreement	NJ Malin & Associates LLC	15870 Midway Road		Addison	TX	75001	Comprehensive Fixed Price Maintenance Agreement Number: 1190005	Strategic Distribution, L.P.	6/15/2024
Maintenance Agreement	NJ Malin & Associates LLC	15870 Midway Road		Addison	TX	75001	Comprehensive Fixed Price Maintenance Agreement Number: 1190024	Strategic Distribution, L.P.	6/15/2024
Maintenance Agreement	NJ Malin & Associates LLC	15870 Midway Road		Addison	TX	75001	Comprehensive Fixed Price Maintenance Agreement Number: 1190043	Strategic Distribution, L.P.	6/15/2024
Maintenance Agreement	NJ Malin & Associates LLC	15870 Midway Road		Addison	TX	75001	Comprehensive Fixed Price Maintenance Agreement Number: 1190076	Strategic Distribution, L.P.	6/15/2024
Maintenance Agreement	NJ Malin & Associates LLC	15870 Midway Road		Addison	TX	75001	COMPREHENSIVE FIXED PRICE MAINTENANCE	Careismatic Brands, LLC	6/15/2024
Maintenance Agreement	NJ Malin & Associates LLC	15870 Midway Road		Addison	TX	75001	COMPREHENSIVE FIXED PRICE MAINTENANCE	Careismatic Brands, LLC	6/15/2024
Service Agreement	Norton Rose Fulbright US LLP	2200 Rose Avenue, Suite 3600		Dallas	TX	75201-7932	Letter of Engagement	Careismatic Brands, LLC	6/15/2024
Service Agreement	Novamodule	7901 Oakport St Ste 4250		Oakland	CA			Medella LLC	6/15/2024
Service Agreement	nuCourse Distribution Inc	7465 Lampson Ave		Garden Grove	CA	92748	Code Happy Store Vendor Agreement	Careismatic Brands, LLC	6/15/2024
Service Agreement	Oculus, Inc.	One S. Memorial Drive	Suite 1500	St. Louis	MO	63102	Architectural Services Master Agreement	Strategic Distribution, L.P.	6/15/2024
Software Agreement	One Edge Inc.	1345 Avenue of the Americas	2nd Floor	New York	NY	10105	Master Services Agreement	Careismatic Brands, LLC	6/15/2024
Software Agreement	One Edge Inc.	1345 Avenue of the Americas	2nd Floor	New York	NY	10105	Master Services Agreement	Careismatic Brands, LLC	6/15/2024
Software Agreement	One Edge Inc.	1345 Avenue of the Americas	2nd Floor	New York	NY	10105	Master Services Agreement	Careismatic Brands, LLC	6/15/2024
License Agreement	P. M. Thomas, Inc.	200 Gotham Road		South Portland	ME	04106	E-Commerce Agreement	Strategic Distribution, L.P.	6/15/2024
License Agreement	Patent to Person LLC	247 Bridges Lane		North Andover	MA		1845 LICENSE AGREEMENT dated October 2019	Silvera Adaptive, LLC	6/15/2024
Professional Services	Partners Group AG	Zugerstrasse 57		Baar	Zug, Switzerland	6341		Careismatic Brands, LLC	6/15/2024
Professional Services	Partners Group Investment Services AG	Zugerstrasse 57		Baar	Zug, Switzerland	6341		Careismatic Brands, LLC	6/15/2024
Professional Services	Partners Group US Investment Services LL	1114 Avenue of the Americas, 37th Fl		New York	NY	10036		Careismatic Brands, LLC	6/15/2024
Professional Services	Partners Group US Investment Services LL	1114 Avenue of the Americas, 37th Fl		New York	NY	10036		Careismatic Brands, LLC	6/15/2024
License Agreement	PATIENT TO PERSON, LLC	1 PARKER STREET		LAWRENCE	MA	01843	LICENSE AGREEMENT	Careismatic Brands, LLC	6/15/2024
Service Agreement	PATIENT TO PERSON, LLC	1 PARKER STREET		LAWRENCE	MA	01843	DESIGN SERVICE AGREEMENT	Careismatic Brands, LLC	6/15/2024
Consulting Agreement	PATRICK J. LEE	2401 CRESTON DRIVE		LOS ANGELES	CA	90068	CONSULTING AGREEMENT/PROPRIETARY INFORMATION/ASSIGNMENT OF INVENTIONS AGREEMENT	Careismatic Brands, LLC	6/15/2024

Category	Contract Counterparty	Address 1	Address 2	CITY	STATE	ZIP	Contract Description	Legal Entity	Reject Date
Equipment Agreement	PURE HEALTH SOLUTIONS, INC. (PHS)	950 CORPORATE WOODS PARKWAY		VERNON HILLS	IL	60061	RENTAL AGREEMENT	Strategic Distribution, L.P.	6/15/2024
Lease	Quadient Postage (Neopost Texas)	Quadient Finance USA, Inc	PO Box 6813	Carol Stream	IL	60197-6813	Quadient Leasing - Stamp Machine Lease # N19072410 (7.19.19 - 1.3.25)	Med Couture, LLC	6/15/2024
Service Agreement	R2E ASSOCIATES INCORPORATED	1177 California St		San Francisco	CA		Letter of Intent - Space Planning & Procurement	Careismatic Brands, LLC	6/15/2024
Service Agreement	Radial, Inc	PO BOX 204113		DALLAS	TX	75320-4114	SUPPLIER ACCESS AGREEMENT	Strategic Distribution, L.P.	6/15/2024
Consulting Agreement	Rana Yousef Deeb Ali	711 Cortland Street		Bentonville	AR	72712	Rana Ali Mar 22	Careismatic Brands, LLC	6/15/2024
Service Agreement	Red Banks Consulting Inc.	1079 Cragmont Ave		Berkeley Lake	CA				6/15/2024
Service Agreement	Remedies LLC	14 Wheeler Pl		West Nyack	NY	10994	Code Happy Store Vendor Agreement	Careismatic Brands, LLC	6/15/2024
Equipment Agreement	REVOLUTION OFFICE	9043 LURLINE AVENUE		CHATSWORTH	CA	91311	Value Supplement	Careismatic Brands, LLC	6/15/2024
Equipment Agreement	REVOLUTION OFFICE	9043 LURLINE AVENUE		CHATSWORTH	CA	91311	Value Supplement	Careismatic Brands, LLC	6/15/2024
Equipment Agreement	REVOLUTION OFFICE	9043 LURLINE AVENUE		CHATSWORTH	CA	91311	Value Agreement	Careismatic Brands, LLC	6/15/2024
Consulting Agreement	RODERICK KELLER	201 S. GIBSON ROAD, #2213		HENDERSON	NV	89012	Independent Contractor/Proprietary Information/Assignment of Inventions Agreement	Careismatic Brands, LLC	6/15/2024
Service Agreement	ROPES & GRAY LLP	800 Boylston St		Boston	MA	02199	(blank)	Careismatic Brands, LLC	6/15/2024
Equipment Agreement	R-Pac International LLC	132 West 36th Street		New York	NY	10018	Amendment to SOW	Careismatic Brands, LLC	6/15/2024
Equipment Agreement	R-Pac International LLC	132 West 36th Street		New York	NY	10018	Statement of Work	Careismatic Brands, LLC	6/15/2024
Equipment Agreement	R-Pac International LLC	132 West 36th Street		New York	NY	10018	Master Service Agreement	Careismatic Brands, LLC	6/15/2024
Repurchase Agreement	Ruth Singer	25334 Prado de la Felicidad		Calabasas	CA		61302 REPURCHASE AGREEMENT	CBi Parent, L.P.	6/15/2024
Service Agreement	S&P GLOBAL	55 WATER STREET		NEW YORK	NY	10041	S&P Global Ratings Engagement Letter	Careismatic Brands, LLC	6/15/2024
Software Agreement	salesforce.com, inc	415 MISSION STREET, 3RD FLOOR		San Francisco	CA	94105	Microsoft - Contract ID 2711518	Careismatic Brands, LLC	6/15/2024
Software Agreement	salesforce.com, inc	415 MISSION STREET, 3RD FLOOR		San Francisco	CA	94105	Mulesoft - Contract ID #5559	Careismatic Brands, LLC	6/15/2024
Software Agreement	salesforce.com, inc	415 MISSION STREET, 3RD FLOOR		San Francisco	CA	94105	Order Form for Strategic Partners, Inc., Order 14165722	Careismatic Brands, LLC	6/15/2024
Software Agreement	salesforce.com, inc	415 MISSION STREET, 3RD FLOOR		San Francisco	CA	94105	Order Form for Strategic Partners, Inc., Quote # Q-01413335	Careismatic Brands, LLC	6/15/2024
Software Agreement	salesforce.com, inc	415 MISSION STREET, 3RD FLOOR		San Francisco	CA	94105	Order Form for Strategic Partners, Inc., Quote Number: Q-01718886	Careismatic Brands, LLC	6/15/2024
Software Agreement	salesforce.com, inc	415 MISSION STREET, 3RD FLOOR		San Francisco	CA	94105	Order Form for Strategic Partners, Inc., Quote Number: Q-02137560 - ExactTarget - Corporate Edition	Careismatic Brands, LLC	6/15/2024
Software Agreement	salesforce.com, inc	415 MISSION STREET, 3RD FLOOR		San Francisco	CA	94105	Order Form for Strategic Partners, Inc., Quote Number: Q-0222285	Careismatic Brands, LLC	6/15/2024
Software Agreement	salesforce.com, inc	415 MISSION STREET, 3RD FLOOR		San Francisco	CA	94105	Order Form for Strategic Partners, Inc., Quote Number: Q-02877352	Careismatic Brands, LLC	6/15/2024
Software Agreement	salesforce.com, inc	415 MISSION STREET, 3RD FLOOR		San Francisco	CA	94105	Order Form for Strategic Partners, Inc., Quote Number: Q-03129322	Careismatic Brands, LLC	6/15/2024
Software Agreement	salesforce.com, inc	415 MISSION STREET, 3RD FLOOR		San Francisco	CA	94105	Order Form for Strategic Partners, Inc., Quote Number: Q-03267558	Careismatic Brands, LLC	6/15/2024
Software Agreement	salesforce.com, inc	415 MISSION STREET, 3RD FLOOR		San Francisco	CA	94105	Order Form for Strategic Partners, Inc., Quote Number: Q-03277186	Careismatic Brands, LLC	6/15/2024
Software Agreement	salesforce.com, inc	415 MISSION STREET, 3RD FLOOR		San Francisco	CA	94105	Order Form for Strategic Partners, Inc., Quote Number: Q-03293065	Careismatic Brands, LLC	6/15/2024
Software Agreement	salesforce.com, inc	415 MISSION STREET, 3RD FLOOR		San Francisco	CA	94105	Order Form for Strategic Partners, Inc., Quote Number: Q-03529176	Careismatic Brands, LLC	6/15/2024
Software Agreement	salesforce.com, inc	415 MISSION STREET, 3RD FLOOR		San Francisco	CA	94105	Contract no. 3161362	Careismatic Brands, LLC	6/15/2024
Software Agreement	salesforce.com, inc	415 MISSION STREET, 3RD FLOOR		San Francisco	CA	94105	Contract no. 2450862	Careismatic Brands, LLC	6/15/2024
Software Agreement	salesforce.com, inc	415 MISSION STREET, 3RD FLOOR		San Francisco	CA	94105	Contract no. 2911101	Careismatic Brands, LLC	6/15/2024
Software Agreement	salesforce.com, inc	415 MISSION STREET, 3RD FLOOR		San Francisco	CA	94105	Order Form for Strategic Partners, Inc., Order 14165722	Careismatic Brands, LLC	6/15/2024
Software Agreement	salesforce.com, inc	415 MISSION STREET, 3RD FLOOR		San Francisco	CA	94105	Order Form for Strategic Partners, Inc., Quote # Q-01413335	Careismatic Brands, LLC	6/15/2024
Software Agreement	salesforce.com, inc	415 MISSION STREET, 3RD FLOOR		San Francisco	CA	94105	Order Form for Strategic Partners, Inc., Quote Number: Q-01718886	Careismatic Brands, LLC	6/15/2024
Software Agreement	salesforce.com, inc	415 MISSION STREET, 3RD FLOOR		San Francisco	CA	94105	Order Form for Strategic Partners, Inc., Quote Number: Q-02137560 - ExactTarget - Corporate Edition	Careismatic Brands, LLC	6/15/2024
Software Agreement	salesforce.com, inc	415 MISSION STREET, 3RD FLOOR		San Francisco	CA	94105	Order Form for Strategic Partners, Inc., Quote Number: Q-0222285	Careismatic Brands, LLC	6/15/2024
Software Agreement	salesforce.com, inc	415 MISSION STREET, 3RD FLOOR		San Francisco	CA	94105	Order Form for Strategic Partners, Inc., Quote Number: Q-02877352	Careismatic Brands, LLC	6/15/2024
Software Agreement	salesforce.com, inc	415 MISSION STREET, 3RD FLOOR		San Francisco	CA	94105	Order Form for Strategic Partners, Inc., Quote Number: Q-03129322	Careismatic Brands, LLC	6/15/2024
Software Agreement	salesforce.com, inc	415 MISSION STREET, 3RD FLOOR		San Francisco	CA	94105	Order Form for Strategic Partners, Inc., Quote Number: Q-03267558	Careismatic Brands, LLC	6/15/2024
Software Agreement	salesforce.com, inc	415 MISSION STREET, 3RD FLOOR		San Francisco	CA	94105	Order Form for Strategic Partners, Inc., Quote Number: Q-03277186	Careismatic Brands, LLC	6/15/2024
Software Agreement	salesforce.com, inc	415 MISSION STREET, 3RD FLOOR		San Francisco	CA	94105	Order Form for Strategic Partners, Inc., Quote Number: Q-03293065	Careismatic Brands, LLC	6/15/2024
Software Agreement	salesforce.com, inc	415 MISSION STREET, 3RD FLOOR		San Francisco	CA	94105	Order Form for Strategic Partners, Inc., Quote Number: Q-03529176	Careismatic Brands, LLC	6/15/2024
Software Agreement	salesforce.com, inc	415 MISSION STREET, 3RD FLOOR		San Francisco	CA	94105	Contract no. 2336471	Careismatic Brands, LLC	6/15/2024
Software Agreement	salesforce.com, inc	415 MISSION STREET, 3RD FLOOR		San Francisco	CA	94105	Contract no. 2196626	Careismatic Brands, LLC	6/15/2024
Consulting Agreement	SAMANTHA NOYES DESIGN, LLC	222 SE Adler Street		Portland	OR		97214 Information/Assignment of Inventions Agreement	Careismatic Brands, LLC	6/15/2024
Professional Services	Sandler, Travis & Rosenberg, P.A.	5835 Blue Lagoon Dr Ste 200		Miami	FL	33126		Careismatic Brands, LLC	6/15/2024
Consulting Agreement	SANDRA ROBBINS						Independent Contractor/Proprietary Information/Assignment of Inventions Agreement	Careismatic Brands, LLC	6/15/2024
		6331 VALLEY VIEW ROAD		ROGERS	AR	72758		Careismatic Brands, LLC	6/15/2024
Consulting Agreement	SANDY CHO	26061 Shadow Rock Lane		Valencia	CA		91381 Independent Contractor/Proprietary Information/Assignment of Inventions Agreement	Careismatic Brands, LLC	6/15/2024
License Agreement	Sanrio, Inc.	2050 West 190th Street, Suite 205		Torrance	CA	90504	Merchandise License Agreement dated June 1, 2018 (34049 - MLA2018025) and amended June 23, 2020 (AM 1) and Second Amendment dated 6/29/2021	Careismatic Brands, LLC	6/15/2024
Service Agreement	Securitas Technology Corporation	8350 SUNLIGHT DRIVE		FISHERS	IN		46037 Schedule of Service and Protection	Careismatic Brands, LLC	6/15/2024
Service Agreement	Securitas Technology Corporation	8350 SUNLIGHT DRIVE		FISHERS	IN		46037 Schedule of Service and Protection	Careismatic Brands, LLC	6/15/2024
Service Agreement	Securitas Technology Corporation	8350 SUNLIGHT DRIVE		FISHERS	IN		46037 Schedule of Service and Protection	Careismatic Brands, LLC	6/15/2024
Service Agreement	Securitas Technology Corporation	8350 SUNLIGHT DRIVE		FISHERS	IN		46037 Master Service Agreement	Careismatic Brands, LLC	6/15/2024
Service Agreement	Securitas Technology Corporation	8350 SUNLIGHT DRIVE		FISHERS	IN		46037 Master Service Agreement	Careismatic Brands, LLC	6/15/2024
Service Agreement	Securitas Technology Corporation	8350 SUNLIGHT DRIVE		FISHERS	IN		46037 MASTER SERVICE AGREEMENT, INSTALLATION AND SERVICE AGREEMENT, EFFECTIVE 2/18/2023	Careismatic Brands, LLC	6/15/2024
Equipment Agreement	Sharp Electronics Corporation	100 PARAGON DR		MONTVALE	NJ	07645	VALUE LEASE AGREEMENT	Medilita, LLC	6/15/2024
Equipment Agreement	Sharp Electronics Corporation	100 PARAGON DR		MONTVALE	NJ	07645	CUSTOMER CARE MAINTENANCE AGREEMENT	Medilita, LLC	6/15/2024

Category	Contract Counterparty	Address 1	Address 2	CITY	STATE	ZIP	Contract Description	Legal Entity	Reject Date
Equipment Agreement	Sharp Electronics Corporation	100 PARAGON DR		MONTVALE	NJ	07645	CUSTOMER CARE MAINTENANCE AGREEMENT	Medilita, LLC	6/15/2024
Consulting Agreement	SHAWN BESNIA	610 LANTANA STREET	#63	CAMARILLO	CA	93010	CONSULTING AGREEMENT/PROPRIETARY INFORMATION/ASSIGNMENT OF INVENTIONS AGREEMENT	Careismatic Brands, LLC	6/15/2024
Service Agreement	Sherry D. Thomas	4312 N Verde St		Tacoma	WA		98407		6/15/2024
Consulting Agreement	SHUSOLUTIONS, INC.	100 COVENTRY WAY		HIGHLAND	IL	62249	Independent Contractor/Proprietary Information/Assignment of Inventions Agreement	Careismatic Brands, LLC	6/15/2024
Repurchase Agreement	Singer Family Trust	4020 Prado Del Trigo		Calabasas	CA		91302	REPURCHASE AGREEMENT	CBI Parent, L.P.
Professional Services	Skadden, Arps, Slate, Meagher & Flom LLP	PO Box 1764		White Plains	NY	10602		Careismatic Brands, LLC	6/15/2024
Professional Services	Skadden, Arps, Slate, Meagher & Flom LLP	PO Box 1764		White Plains	NY	10602		Careismatic Brands, LLC	6/15/2024
License Agreement	SOFIA VERGARA ENTERPRISES, INC.	2601 S. BAYSHORE DRIVE, SUITE 235		MIAMI	FL	33133	LICENSE AGREEMENT	Careismatic Brands, LLC	6/15/2024
Service Agreement	SPS Commerce, Inc.	333 S 7TH ST STE 1000		MINNEAPOLIS	MN	55402	EDI Testing Contract dated 8/27/2012	Careismatic Brands, LLC	6/15/2024
Purchase Agreement	SUEZ ENERGY RESOURCES NA, INC.	1990 POST OAK BLVD		HOUSTON	TX	77056	SALES CONFIRMATION TEXAS FIXED PRICE RTC	Strategic Distribution, L.P.	6/15/2024
Consulting Agreement	SUPERREGADO	8190 BARKER CYPRESS ROAD		CYPRESS	TX	77433	CONSULTING AGREEMENT/PROPRIETARY INFORMATION/ASSIGNMENT OF INVENTIONS AGREEMENT	Careismatic Brands, LLC	6/15/2024
Service Agreement	TEALUM INC.	1900	SUITE #102	IL		60055-9762	TEALUM SERVICE ORDER	AllHearts, LLC	6/15/2024
Service Agreement	The Allen Company	DEPT CH 19762		Brighton	OH	45107	Code Happy Store Vendor Agreement	Careismatic Brands, LLC	6/15/2024
Lease	THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY	712 E Main St		NORTHBRIDGE	CA	91324	LEASE CONTRACT	Careismatic Brands, LLC	6/15/2024
Lease	THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY	9400 CORBIN AVENUE		NORTHBRIDGE	CA	91324	LEASE CONTRACT	Careismatic Brands, LLC	6/15/2024
Lease	THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY	9400 CORBIN AVENUE		NORTHBRIDGE	CA	91324	LEASE CONTRACT	Careismatic Brands, LLC	6/15/2024
Lease	THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY	9400 CORBIN AVENUE		NORTHBRIDGE	CA	91324	LEASE CONTRACT	Careismatic Brands, LLC	6/15/2024
Service Agreement	The Parker Avery Group	3225 Shallowford Rd Ste 310		Marietta	GA	30062	Logility Platform Implementation for Careismatic Brands	Careismatic Brands, LLC	6/15/2024
Service Agreement	The Parker Avery Group	3225 Shallowford Rd Ste 310		Marietta	GA	30062		Careismatic Brands, LLC	6/15/2024
Service Agreement	The Parker Avery Group	3225 Shallowford Rd Ste 310		Marietta	GA	30062		Careismatic Brands, LLC	6/15/2024
Service Agreement	The Parker Avery Group	3225 Shallowford Rd Ste 310		Marietta	GA	30062		Careismatic Brands, LLC	6/15/2024
License Agreement	The Pokemon Company International, Inc.	3225 Shallowford Rd Ste 310		Marietta	GA	30062		Careismatic Brands, LLC	6/15/2024
Service Agreement	The Vertical Collective, LLC	10400 NE 4th Street,	Suite 2800	Bellevue	WA	98004	FIRST AMENDMENT TO THE, Exhibit A	Careismatic Brands, LLC	6/15/2024
Service Agreement	THERMOFOOT LLC	116 South Catalina Avenue		Redondo Beach	CA		Vendor Agreement/Assignment of Inventions Agreement	Careismatic Brands, LLC	6/15/2024
Service Agreement	THERMOFOOT LLC	4510 Guildhall Court		Westlake Village	CA		90277		6/15/2024
Service Agreement	THERMOFOOT LLC	4510 Guildhall Court		Westlake Village	CA		91361	Consulting Agreement	Careismatic Brands, LLC
Lease	TimePayment Corp.	1600 District Ave	Suite 200	Burlington	MA	01803	CONSULTING AGREEMENT/PROPRIETARY INFORMATION/ASSIGNMENT OF INVENTIONS AGREEMENT	Careismatic Brands, LLC	6/15/2024
Lease	TimePayment Corp.	1600 District Ave	Suite 200	Burlington	MA	01803		Careismatic Brands, LLC	6/15/2024
Lease	TimePayment Corp.	1600 District Ave	Suite 200	Burlington	MA	01803	RENTAL AGREEMENT	Strategic Distribution, L.P.	6/15/2024
Lease	TimePayment Corp.	1600 District Ave	Suite 200	Burlington	MA	01803	Correspondence from Time Payment Corp dated 6/2/2016	Strategic Distribution, L.P.	6/15/2024
Consulting Agreement	TOMMASO CARDULLO	512 West 4770 North		Provo	UT	84604	Independent Contractor/Proprietary Information/Assignment of Inventions Agreement	Careismatic Brands, LLC	6/15/2024
License Agreement	TOMMYE MASK 2020 LLC	10103 EMILY SPRINGS		SAN ANTONIO	TX	78255	LICENSE AGREEMENT	Careismatic Brands, LLC	6/15/2024
Service Agreement	TOMORROW AGENCY LLC	24 LINCOLN AVENUE		RUMSON	NJ	07760	Master Services Agreement	Careismatic Brands, LLC	6/15/2024
Service Agreement	TOMORROW AGENCY LLC	24 LINCOLN AVENUE		RUMSON	NJ	07760	SOW 02 TO PERFORM SERVICES FOR CAREISMATIC	Careismatic Brands, LLC	6/15/2024
Service Agreement	TOMORROW AGENCY LLC	24 LINCOLN AVENUE		RUMSON	NJ	07760	SOW 01 TO PERFORM SERVICES FOR CAREISMATIC	Careismatic Brands, LLC	6/15/2024
Equipment Agreement	TONER EXPRESS	1680 COURTNEY PARK DRIVE	UNIT 5	MISSISSAUGA	ON	L5T 1R4	RENTAL CONTRACT	Silverts Adaptive, LLC	6/15/2024
Equipment Agreement	TONER EXPRESS	1680 COURTNEY PARK DRIVE	UNIT 5	MISSISSAUGA	ON	L5T 1R4	RENTAL CONTRACT	Silverts Adaptive, LLC	6/15/2024
Lease	TRAILER LEASING SOLUTIONS, LLC	385 E. SHADY GROVE ROAD		GREAND PRAIRIE	TX	75050	EQUIPMENT LEASE NO. 2542 - TLS 1030	Careismatic Brands, LLC	6/15/2024
Lease	TRAILER LEASING SOLUTIONS, LLC	385 E. SHADY GROVE ROAD		GREAND PRAIRIE	TX	75050	EQUIPMENT LEASE NO. 2543 - TLS 2134	Careismatic Brands, LLC	6/15/2024
Lease	TRAILER LEASING SOLUTIONS, LLC	385 E. SHADY GROVE ROAD		GREAND PRAIRIE	TX	75050	EQUIPMENT LEASE NO. 2544 - TLS 4001	Careismatic Brands, LLC	6/15/2024
Lease	TRAILER LEASING SOLUTIONS, LLC	385 E. SHADY GROVE ROAD		GREAND PRAIRIE	TX	75050	EQUIPMENT LEASE NO. 2545 - TLS 1014, EQUIPMENT LEASE NO. 2542 - TLS 1030, EQUIPMENT LEASE NO. 2546 - TLS 1033, EQUIPMENT LEASE NO. 2547 - TLS 1034, EQUIPMENT LEASE NO. 2548 - TLS 1078, EQUIPMENT LEASE NO. 2549 - TLS 2007, EQUIPMENT LEASE NO. 2543 - TLS 2134, EQUIPMENT LEASE NO. 2544 - TLS 4001	Careismatic Brands, LLC	6/15/2024
Lease	TRAILER LEASING SOLUTIONS, LLC	385 E. SHADY GROVE ROAD		GREAND PRAIRIE	TX	75050	EQUIPMENT LEASE NO. 2545 - TLS 1014	Careismatic Brands, LLC	6/15/2024
Lease	TRAILER LEASING SOLUTIONS, LLC	385 E. SHADY GROVE ROAD		GREAND PRAIRIE	TX	75050	EQUIPMENT LEASE NO. 2546 - TLS 1033	Careismatic Brands, LLC	6/15/2024
Lease	TRAILER LEASING SOLUTIONS, LLC	385 E. SHADY GROVE ROAD		GREAND PRAIRIE	TX	75050	EQUIPMENT LEASE NO. 2547 - TLS 1034	Careismatic Brands, LLC	6/15/2024
Lease	TRAILER LEASING SOLUTIONS, LLC	385 E. SHADY GROVE ROAD		GREAND PRAIRIE	TX	75050	EQUIPMENT LEASE NO. 2548 - TLS 1078	Careismatic Brands, LLC	6/15/2024
Lease	TRAILER LEASING SOLUTIONS, LLC	385 E. SHADY GROVE ROAD		GREAND PRAIRIE	TX	75050	EQUIPMENT LEASE NO. 2549 - TLS 2007	Careismatic Brands, LLC	6/15/2024
Lease	TRAILER LEASING SOLUTIONS, LLC	385 E. SHADY GROVE ROAD		GREAND PRAIRIE	TX	75050	EQUIPMENT LEASE NO. 2550 - TLS 1024, EQUIPMENT LEASE NO. 2553 - TLS 2131, EQUIPMENT LEASE NO. 2552 - TLS 2083, EQUIPMENT LEASE NO. 2551 - TLS 995695	Careismatic Brands, LLC	6/15/2024
Lease	TRAILER LEASING SOLUTIONS, LLC	385 E. SHADY GROVE ROAD		GREAND PRAIRIE	TX	75050	EQUIPMENT LEASE NO. 2554 - TLS 2003, EQUIPMENT LEASE NO. 2555 - TLS 2104, EQUIPMENT LEASE NO. 2556 - TLS 56347, EQUIPMENT LEASE NO. 2557 - TLS 533498, EQUIPMENT LEASE NO. 2559 - TLS 2096, EQUIPMENT LEASE NO. 2560 - TLS 2103	Careismatic Brands, LLC	6/15/2024
Lease	TRAILER LEASING SOLUTIONS, LLC	385 E. SHADY GROVE ROAD		GREAND PRAIRIE	TX	75050	EQUIPMENT LEASE NO. 2554 - TLS 2003	Careismatic Brands, LLC	6/15/2024
Lease	TRAILER LEASING SOLUTIONS, LLC	385 E. SHADY GROVE ROAD		GREAND PRAIRIE	TX	75050	EQUIPMENT LEASE NO. 2555 - TLS 2104	Careismatic Brands, LLC	6/15/2024
Lease	TRAILER LEASING SOLUTIONS, LLC	385 E. SHADY GROVE ROAD		GREAND PRAIRIE	TX	75050	EQUIPMENT LEASE NO. 2556 - TLS 56347	Careismatic Brands, LLC	6/15/2024
Lease	TRAILER LEASING SOLUTIONS, LLC	385 E. SHADY GROVE ROAD		GREAND PRAIRIE	TX	75050	EQUIPMENT LEASE NO. 2557 - TLS 533498	Careismatic Brands, LLC	6/15/2024
Lease	TRAILER LEASING SOLUTIONS, LLC	385 E. SHADY GROVE ROAD		GREAND PRAIRIE	TX	75050	EQUIPMENT LEASE NO. 2559 - TLS 2096	Careismatic Brands, LLC	6/15/2024

Category	Contract Counterparty	Address 1	Address 2	CITY	STATE	ZIP	Contract Description	Legal Entity	Reject Date
Lease	TRAILER LEASING SOLUTIONS, LLC	385 E. SHADY GROVE ROAD		GREAND PRAIRIE	TX	75050	EQUIPMENT LEASE NO. 2560 - TLS 2103	Careismatic Brands, LLC	6/15/2024
Lease	TRAILER LEASING SOLUTIONS, LLC	385 E. SHADY GROVE ROAD		GREAND PRAIRIE	TX	75050	EQUIPMENT LEASE NO. 2561 - TLS 2132	Careismatic Brands, LLC	6/15/2024
Lease	TRAILER LEASING SOLUTIONS, LLC	385 E. SHADY GROVE ROAD		GREAND PRAIRIE	TX	75050	EQUIPMENT LEASE NO. 2562 - TLS 2138	Careismatic Brands, LLC	6/15/2024
Lease	TRAILER LEASING SOLUTIONS, LLC	385 E. SHADY GROVE ROAD		GREAND PRAIRIE	TX	75050	EQUIPMENT LEASE NO. 2563 - TLS 5263	Careismatic Brands, LLC	6/15/2024
Lease	TRAILER LEASING SOLUTIONS, LLC	385 E. SHADY GROVE ROAD		GREAND PRAIRIE	TX	75050	EQUIPMENT LEASE NO. 2564 - TLS 9144	Careismatic Brands, LLC	6/15/2024
Lease	TRAILER LEASING SOLUTIONS, LLC	385 E. SHADY GROVE ROAD		GREAND PRAIRIE	TX	75050	EQUIPMENT LEASE NO. 2565 - TLS 2005	Careismatic Brands, LLC	6/15/2024
Lease	TRAILER LEASING SOLUTIONS, LLC	385 E. SHADY GROVE ROAD		GREAND PRAIRIE	TX	75050	EQUIPMENT LEASE NO. 2566 - TLS 140808, EQUIPMENT LEASE NO. 2565 - TLS 2005, EQUIPMENT LEASE NO. 2567 - TLS 94078, EQUIPMENT LEASE NO. 2568 - TLS 994672	Careismatic Brands, LLC	6/15/2024
Lease	TRAILER LEASING SOLUTIONS, LLC	385 E. SHADY GROVE ROAD		GREAND PRAIRIE	TX	75050	EQUIPMENT LEASE NO. 2566 - TLS 140808	Careismatic Brands, LLC	6/15/2024
Lease	TRAILER LEASING SOLUTIONS, LLC	385 E. SHADY GROVE ROAD		GREAND PRAIRIE	TX	75050	EQUIPMENT LEASE NO. 2567 - TLS 94078	Careismatic Brands, LLC	6/15/2024
Lease	TRAILER LEASING SOLUTIONS, LLC	385 E. SHADY GROVE ROAD		GREAND PRAIRIE	TX	75050	EQUIPMENT LEASE NO. 2568 - TLS 994572	Careismatic Brands, LLC	6/15/2024
Lease	TRAILER LEASING SOLUTIONS, LLC	385 E. SHADY GROVE ROAD		GREAND PRAIRIE	TX	75050	EQUIPMENT LEASE NO. 2572 - TLS 2028	Careismatic Brands, LLC	6/15/2024
Lease	TRAILER LEASING SOLUTIONS, LLC	385 E. SHADY GROVE ROAD		GREAND PRAIRIE	TX	75050	EQUIPMENT LEASE NO. 2573 - TLS 2058	Careismatic Brands, LLC	6/15/2024
Lease	TRAILER LEASING SOLUTIONS, LLC	385 E. SHADY GROVE ROAD		GREAND PRAIRIE	TX	75050	EQUIPMENT LEASE NO. 2574 - TLS 1058	Careismatic Brands, LLC	6/15/2024
Lease	TRAILER LEASING SOLUTIONS, LLC	385 E. SHADY GROVE ROAD		GREAND PRAIRIE	TX	75050	EQUIPMENT LEASE NO. 2575 - TLS 394	Careismatic Brands, LLC	6/15/2024
Lease	TRAILER LEASING SOLUTIONS, LLC	385 E. SHADY GROVE ROAD		GREAND PRAIRIE	TX	75050	EQUIPMENT LEASE NO. 2576 - TLS 32220	Careismatic Brands, LLC	6/15/2024
Lease	TRAILER LEASING SOLUTIONS, LLC	385 E. SHADY GROVE ROAD		GREAND PRAIRIE	TX	75050	EQUIPMENT LEASE NO. 2577 - TLS 2127	Careismatic Brands, LLC	6/15/2024
Lease	TRAILER LEASING SOLUTIONS, LLC	385 E. SHADY GROVE ROAD		GREAND PRAIRIE	TX	75050	EQUIPMENT LEASE NO. 2579 - TLS 1040	Careismatic Brands, LLC	6/15/2024
Lease	TRAILER LEASING SOLUTIONS, LLC	385 E. SHADY GROVE ROAD		GREAND PRAIRIE	TX	75050	EQUIPMENT LEASE NO. 2828 - TLS 94078	Careismatic Brands, LLC	6/15/2024
Lease	TRAILER LEASING SOLUTIONS, LLC	385 E. SHADY GROVE ROAD		GREAND PRAIRIE	TX	75050	Trailer Lease	Careismatic Brands, LLC	6/15/2024
Lease	TRAILER LEASING SOLUTIONS, LLC	385 E. SHADY GROVE ROAD		GREAND PRAIRIE	TX	75050	Trailer Lease	Careismatic Brands, LLC	6/15/2024
Lease	TRAILER LEASING SOLUTIONS, LLC	385 E. SHADY GROVE ROAD		GREAND PRAIRIE	TX	75050	EQUIPMENT LEASE NO. 2838 - TLS 1022	Careismatic Brands, LLC	6/15/2024
Lease	TRAILER LEASING SOLUTIONS, LLC	385 E. SHADY GROVE ROAD		GREAND PRAIRIE	TX	75050	EQUIPMENT LEASE NO. 2839 - TLS 2001	Careismatic Brands, LLC	6/15/2024
Lease	TRAILER LEASING SOLUTIONS, LLC	385 E. SHADY GROVE ROAD		GREAND PRAIRIE	TX	75050	EQUIPMENT LEASE NO. 2840 - TLS 142019	Careismatic Brands, LLC	6/15/2024
Lease	TRAILER LEASING SOLUTIONS, LLC	385 E. SHADY GROVE ROAD		GREAND PRAIRIE	TX	75050	EQUIPMENT LEASE NO. 2856 - TLS 2130	Careismatic Brands, LLC	6/15/2024
Lease	TRAILER LEASING SOLUTIONS, LLC	385 E. SHADY GROVE ROAD		GREAND PRAIRIE	TX	75050	EQUIPMENT LEASE NO. 2857 - TLS 2090	Careismatic Brands, LLC	6/15/2024
Lease	TRAILER LEASING SOLUTIONS, LLC	385 E. SHADY GROVE ROAD		GREAND PRAIRIE	TX	75050	Master Service Agreement	Careismatic Brands, LLC	6/15/2024
Equipment Agreement	TURKATECH, INC.	5462 JILLSON STREET		LOS ANGELES	CA	90040	PURCHASE AGREEMENT	Careismatic Brands, LLC	6/15/2024
Service Agreement	UBS SECURITIES LLC	1285 AVENUE OF AMERICAS		NEW YORK	NY	10019	STRATEGIC PARTNERS ACQUISITION CORP. AMENDMENT ENGAGEMENT LETTER	Strategic Partners Acquisition Corp.	6/15/2024
Service Agreement	UBS SECURITIES LLC	1285 AVENUE OF AMERICAS		NEW YORK	NY	10019	STRATEGIC PARTNERS ACQUISITION CORP. AMENDMENT ENGAGEMENT LETTER	Strategic Partners Acquisition Corp.	6/15/2024
Lease	US Bank / Revolution Office	9043 LURLINE AVENUE		CHATSWORTH	CA	91311	Agreement # 500-0602212-004	Careismatic Brands, Inc.	6/15/2024
Lease	US Bank / Revolution Office	9043 LURLINE AVENUE		CHATSWORTH	CA	91311	Agreement # 500-0602212-000	Careismatic Brands, Inc.	6/15/2024
Lease	US Bank / Revolution Office	9043 LURLINE AVENUE		CHATSWORTH	CA	91311	Agreement # 500-0602212-000	Careismatic Brands, Inc.	6/15/2024
Lease	US Bank / Revolution Office	9043 LURLINE AVENUE		CHATSWORTH	CA	91311	Agreement # 500-0602212-002	Careismatic Brands, Inc.	6/15/2024
Lease	US Bank / Revolution Office	9043 LURLINE AVENUE		CHATSWORTH	CA	91311	Agreement # 500-0602212-002	Careismatic Brands, Inc.	6/15/2024
Lease	US Bank / Revolution Office	9043 LURLINE AVENUE		CHATSWORTH	CA	91311	Agreement # 500-0602212-002	Careismatic Brands, Inc.	6/15/2024
Lease	US Bank / Revolution Office	9043 LURLINE AVENUE		CHATSWORTH	CA	91311	Agreement # 500-0602212-003	Careismatic Brands, Inc.	6/15/2024
Equipment Agreement	US BANK EQUIPMENT FINANCE	1310 MADRID ST		MARSHALL	MN	56258-4002	EQUIPMENT LEASE	Careismatic Brands, LLC	6/15/2024
Equipment Agreement	US BANK EQUIPMENT FINANCE	1310 MADRID ST		MARSHALL	MN	56258-4002	EQUIPMENT LEASE	Careismatic Brands, LLC	6/15/2024
Equipment Agreement	US BANK EQUIPMENT FINANCE	1310 MADRID ST		MARSHALL	MN	56258-4002	Equipment Value Supplement	Careismatic Brands, LLC	6/15/2024
Service Agreement	US Security Associates, Inc.	800 W. AIRPORT FREEWAY	SUITE 230	DALLAS	TX	75236	SECURITY SERVICE AGREEMENT	Strategic Distribution, L.P.	6/15/2024
Service Agreement	US Security Associates, Inc.	800 W. AIRPORT FREEWAY	SUITE 230	DALLAS	TX	75236	SECURITY SERVICE AGREEMENT	Strategic Distribution, L.P.	6/15/2024
Lease	Virgin Galactic Holdings, Inc.	166 NORTH ROADRUNNER PARKWAY	SUITE 1C	LAS CRUCES	NM	88011	SUBLEASE FOR A SINGLE SUBLESSEE	Medelita, LLC	6/15/2024
Lease	Virgin Galactic Holdings, Inc.	166 NORTH ROADRUNNER PARKWAY	SUITE 1C	LAS CRUCES	NM	88011	Commencement Date Memorandum	Medelita, LLC	6/15/2024
Lease	Virgin Galactic Holdings, Inc.	166 NORTH ROADRUNNER PARKWAY	SUITE 1C	LAS CRUCES	NM	88011	SUBLEASE FOR A SINGLE SUBLESSEE	Medelita, LLC	6/15/2024
Lease	Virgin Galactic Holdings, Inc.	166 NORTH ROADRUNNER PARKWAY	SUITE 1C	LAS CRUCES	NM	88011	FIRST AMENDMENT TO LEASE AND CONSENT TO SUBLETTING	Medelita, LLC	6/15/2024
Lease	Virgin Galactic Holdings, Inc.	166 NORTH ROADRUNNER PARKWAY	SUITE 1C	LAS CRUCES	NM	88011	FIRST AMENDMENT TO LEASE AND CONSENT TO SUBLETTING	Medelita, LLC	6/15/2024
Lease	Virgin Galactic Holdings, Inc.	166 NORTH ROADRUNNER PARKWAY	SUITE 1C	LAS CRUCES	NM	88011	FIRST AMENDMENT TO LEASE AND CONSENT TO SUBLETTING	Medelita, LLC	6/15/2024
Service Agreement	Virtu	4025 Spencer Street	Suite 305	Torrance	CA	90503	Code Happy Store Online Channel Partner Agreement	Careismatic Brands, LLC	6/15/2024
Software Agreement	Visiture, LLC	444 King Street		Charleston	SC	29403	SEO ORDER FORM	Careismatic Brands, LLC	6/15/2024
Software Agreement	Visiture, LLC	444 King Street		Charleston	SC	29403	Master Services Agreement	Careismatic Brands, LLC	6/15/2024
Software Agreement	Visiture, LLC	444 King Street		Charleston	SC	29403	Master Services Agreement	Careismatic Brands, LLC	6/15/2024
Software Agreement	Visiture, LLC	444 King Street		Charleston	SC	29403	STATEMENT OF WORK: SEO & CONTENT SERVICES	Careismatic Brands, LLC	6/15/2024
Software Agreement	Visiture, LLC	444 King Street		Charleston	SC	29403	STATEMENT OF WORK: SEO & CONTENT SERVICES	Careismatic Brands, LLC	6/15/2024
Lease	Waterlogic USA	PO BOX 829669		PHILADELPHIA	PA	19182-9669	RENTAL AGREEMENT	Careismatic Brands, LLC	6/15/2024
Lease	Waterlogic USA	PO BOX 829669		PHILADELPHIA	PA	19182-9669	RENTAL AGREEMENT	Careismatic Brands, LLC	6/15/2024
Equipment Agreement	Wingspire Equipment Finance, LLC	18302 Irvine Blvd Ste 300		Tustin	CA		92780 Master Equipment Lease Agreement #32224	Careismatic Brands, LLC	6/15/2024
Equipment Agreement	Wingspire Equipment Finance, LLC	18302 Irvine Blvd Ste 300		Tustin	CA		92780 SECURITY AGREEMENT dated as of July 28, 2023	Careismatic Brands, LLC	6/15/2024
Equipment Agreement	Wingspire Equipment Finance, LLC	18302 Irvine Blvd Ste 300		Tustin	CA		92780 Master Lease Agreement #32224 (Equipment Schedule #01)	Careismatic Brands, LLC	6/15/2024
Equipment Agreement	Wingspire Equipment Finance, LLC	18302 Irvine Blvd Ste 300		Tustin	CA		92780 Waiver of Landlord's Lien	Careismatic Brands, LLC	6/15/2024

Category	Contract Counterparty	Address 1	Address 2	CITY	STATE	ZIP	Contract Description	Legal Entity	Reject Date
Equipment Agreement	Wingspire Equipment Finance, LLC	18302 Irvine Blvd Ste 300		Tustin	CA		92780 ASSIGNMENT OF PURCHASE AGREEMENT	Careismatic Brands, LLC	6/15/2024
Equipment Agreement	Wingspire Equipment Finance, LLC	18302 Irvine Blvd Ste 300		Tustin	CA		92780 Progress Payment Request and Authorization #1	Careismatic Brands, LLC	6/15/2024
Equipment Agreement	Wingspire Equipment Finance, LLC	18302 Irvine Blvd Ste 300		Tustin	CA		92780 Patent Security Agreement	Careismatic Brands, LLC	6/15/2024
Lease	Wingspire Equipment Finance, LLC	18302 Irvine Blvd Ste 300		Tustin	CA		92780	Careismatic Brands, LLC	6/15/2024
Lease	Wingspire Equipment Finance, LLC	18302 Irvine Blvd Ste 300		Tustin	CA		92780 Master Equipment Lease #32224	Careismatic Brands, LLC	6/15/2024
Lease	Wingspire Equipment Finance, LLC	18302 Irvine Blvd Ste 300		Tustin	CA		92780 Equipment Schedule # 01	Careismatic Brands, LLC	6/15/2024
Software Agreement	Wpromote	2100 E. Grand Ave. First Floor		El Segundo	CA	90245	WPROMOTE AGREEMENT	Careismatic Brands, LLC	6/15/2024
Software Agreement	Wpromote	2100 E. Grand Ave. First Floor		El Segundo	CA	90245	STATEMENT OF WORK: SEO & CONTENT SERVICES	Careismatic Brands, LLC	6/15/2024
Software Agreement	Wpromote	2100 E. Grand Ave. First Floor		El Segundo	CA	90245	STATEMENT OF WORK: SEO & CONTENT SERVICES	Careismatic Brands, LLC	6/15/2024
Software Agreement	Wpromote	2100 E. Grand Ave. First Floor		El Segundo	CA	90245	EXHIBIT A STATEMENT OF WORK	Careismatic Brands, LLC	6/15/2024
Software Agreement	Wpromote	2100 E. Grand Ave. First Floor		El Segundo	CA	90245	STATEMENT OF WORK: SEO & CONTENT SERVICES	Careismatic Brands, LLC	6/15/2024
Software Agreement	WUNDERKIND CORPORATION	285 FULTON ST FL 74	ONE WORLD TRADE CTR	NEW YORK	NY	10007	ORDER FORM	Careismatic Brands, LLC	6/15/2024
Software Agreement	WUNDERKIND CORPORATION	285 FULTON ST FL 74	ONE WORLD TRADE CTR	NEW YORK	NY	10007	WUNDERKIND ORDER FORM #4	Medellita, LLC	6/15/2024
Software Agreement	WUNDERKIND CORPORATION	285 FULTON ST FL 74	ONE WORLD TRADE CTR	NEW YORK	NY	10007	WUNDERKIND ORDER FORM #4	AllHearts, LLC	6/15/2024
Software Agreement	WUNDERKIND CORPORATION	285 FULTON ST FL 74	ONE WORLD TRADE CTR	NEW YORK	NY	10007	WUNDERKIND ORDER FORM #5	WUNDERKIND ORDER FORM #4	6/15/2024
Software Agreement	WUNDERKIND CORPORATION	285 FULTON ST FL 74	ONE WORLD TRADE CTR	NEW YORK	NY	10007	WUNDERKIND ORDER FORM #5	Careismatic Brands, LLC	6/15/2024
Software Agreement	WUNDERKIND CORPORATION	285 FULTON ST FL 74	ONE WORLD TRADE CTR	NEW YORK	NY	10007	WUNDERKIND ORDER FORM #6	Careismatic Brands, LLC	6/15/2024
Software Agreement	WUNDERKIND CORPORATION	285 FULTON ST FL 74	ONE WORLD TRADE CTR	NEW YORK	NY	10007	WUNDERKIND ORDER FORM #6	Careismatic Brands, LLC	6/15/2024
Software Agreement	WUNDERKIND CORPORATION	285 FULTON ST FL 74	ONE WORLD TRADE CTR	NEW YORK	NY	10007	WUNDERKIND ORDER FORM #3 & #1	Medellita, LLC	6/15/2024
Software Agreement	WUNDERKIND CORPORATION	285 FULTON ST FL 74	ONE WORLD TRADE CTR	NEW YORK	NY	10007	AMENDMENT #1 TO ORDER FORMS	Careismatic Brands, LLC	6/15/2024
Software Agreement	WUNDERKIND CORPORATION	285 FULTON ST FL 74	ONE WORLD TRADE CTR	NEW YORK	NY	10007	AMENDMENT #1 TO ORDER FORMS	Careismatic Brands, LLC	6/15/2024
Software Agreement	WUNDERKIND CORPORATION	285 FULTON ST FL 74	ONE WORLD TRADE CTR	NEW YORK	NY	10007	WUNDERKIND TEXT ORDER FORM #3	Medellita, LLC	6/15/2024
Software Agreement	WUNDERKIND CORPORATION	285 FULTON ST FL 74	ONE WORLD TRADE CTR	NEW YORK	NY	10007	WUNDERKIND TEXT ORDER FORM #2	Medellita, LLC	6/15/2024
Service Agreement	Zayo Group	PO Box 952136		Dallas	TX	75395	1GBPS Dedicated Fiber for Colo	Careismatic Brands, LLC	6/15/2024
Service Agreement	Zellers Inc.	6495 Tamken Road		Mississauga	ON	L5T 2X7	Master merchandise vendor agreement	Careismatic Brands, LLC	6/15/2024
Service Agreement	Zerolog Communications, Inc.	289 S. Robertson Blvd.	#441	Beverly Hills	CA	90211	Master Services Agreement	Careismatic Brands, LLC	6/15/2024

Exhibit G-1

**Redline to Schedule of Rejected
Executory Contracts and Unexpired Leases Filed May 16, 2024**

Category	Contract Counterparty	Address 1	Address 2	CITY	STATE	ZIP	Contract Description	Legal Entity	Reject Date
Equipment Agreement	Dallas Police Department	PO Box 840165		Dallas	TX	75284-0186	Alarm Permit Registration	Strategic Distribution, L.P.	6/15/2020
Service Agreement	Datsapac, Inc.	10 Exchange Place	Suite 1200	Jersey City	NJ	07302	Amendment to Hosting Services Agreement 2/16/2016	Carematic Brands, LLC	6/15/2020
Service Agreement	Datsapac, Inc.	10 Exchange Place	Suite 1200	Jersey City	NJ	07302	Amendment to Hosting Services Agreement 2/12/2016	Carematic Brands, LLC	6/15/2020
Service Agreement	Datsapac, Inc.	10 Exchange Place	Suite 1200	Jersey City	NJ	07302	Amendment to Hosting Services Agreement 2/16/2017	Carematic Brands, LLC	6/15/2020
Service Agreement	Datsapac, Inc.	10 Exchange Place	Suite 1200	Jersey City	NJ	07302	Amendment to Hosting Services Agreement 6/9/2016	Carematic Brands, LLC	6/15/2020
Service Agreement	Datsapac, Inc.	10 Exchange Place	Suite 1200	Jersey City	NJ	07302	Amendment to Hosting Services Agreement 2/27/2015	Carematic Brands, LLC	6/15/2020
Service Agreement	Datsapac, Inc.	10 Exchange Place	Suite 1200	Jersey City	NJ	07302	Amendment to Hosting Services Agreement 5/16/2021	Carematic Brands, LLC	6/15/2020
Service Agreement	Datsapac, Inc.	10 Exchange Place	Suite 1200	Jersey City	NJ	07302	Amendment to Hosting Services Agreement 2/5/2016	Carematic Brands, LLC	6/15/2020
Software Agreement	Datsapac, Inc.	10 Exchange Place	Suite 1200	Jersey City	NJ	07302	Hosting Services Agreement	Carematic Brands, LLC	6/15/2020
Lease	DEBORAH SINGER	733 S. Marquette Ave		Minneapolis	MN	55402	Statement of Work, Agreement # 2311220774	Carematic Brands, LLC	6/15/2020
Separate Agreement	DEBORAH SINGER	4020 PRADO DEL TRIGO		CALABASAS	CA	91302	LEASE CONTRACT AMENDMENT TO ADD OR CHANGE A ROOMMATE DURING LEASE TERM	Carematic Brands, LLC	6/15/2020
License Agreement	Debs Dancover & Uniforms, Inc.	4020 Prado Del Trigo		Calabasas	CA	91302	REPURCHASE AGREEMENT	CIB Parent I, LLC	6/15/2020
Consulting Agreement	Delgas, Wendeline	111 South 24th St West #207		Billings	MT	59102	E-Commerce Agreement	Strategic Distribution, L.P.	6/15/2020
Service Agreement	DeLy & Lopez	5-58 Benjen Ave		Fairfax	VA	22030	CONSULTING AGREEMENT, PROPRIETARY INFORMATION, ASSIGNMENT OF INVENTIONS AGREEMENT	Carematic Brands, LLC	6/15/2020
Equipment Agreement	DeL Financial Services LLC	#28 Rue Des Nimes Delma 31		Poit Au Prince	IL	60187-5292	Equipment Lease # F 001-9011634-002	Krazy Kat Sportswear LLC	6/15/2020
Software Agreement	DeL Financial Services LLC	PAYMENT PROCESSING CTR		CAROL STREAM	IL	60187-5292	Equipment Lease # F 001-9011634-002, Exhibit A	Carematic Brands, LLC	6/15/2020
Software Agreement	Dematic	50 Plymouth Ave NE		Grand Rapids	MI	49505-6020	Contract for Divert Zone Addition	Carematic Brands, LLC	6/15/2020
Others	DEMATIC CORP.	684125 NETWORK PL		CHICAGO	IL	60673-1864	AMENDMENT 2 TO REMOTE SUPPORT PROGRAM AGREEMENT	Strategic Distribution, L.P.	6/15/2020
Lease	DEX IMAGING	5109 West Lemon ST		Tampa	FL	33609	LEASE AGREEMENT	Med Couture, LLC	6/15/2020
Lease	DEX IMAGING	5109 West Lemon ST		Tampa	FL	33609	Sales Order/Service Agreement	Med Couture, LLC	6/15/2020
Lease	DEX IMAGING	5109 West Lemon ST		Tampa	FL	33609	Sales Order/Service Agreement	Med Couture, LLC	6/15/2020
Lease	DEX IMAGING	5109 West Lemon ST		Tampa	FL	33609	Sales Order/Service Agreement	Med Couture, LLC	6/15/2020
Lease	DEX IMAGING	5109 West Lemon ST		Tampa	FL	33609	Sales Order/Service Agreement	Med Couture, LLC	6/15/2020
Lease	DEX IMAGING	5109 West Lemon ST		Tampa	FL	33609	Lease Agreement 20421833LA	Med Couture, LLC	6/15/2020
Lease	DEX IMAGING	5109 West Lemon ST		Tampa	FL	33609	Lease Agreement 20421833LA	Med Couture, LLC	6/15/2020
Lease	DEX IMAGING, INC.	5109 W. LEMON STREET		TAMPA	FL	33609	LEASE AGREEMENT	Med Couture, LLC	6/15/2020
Lease	DEX MAGINC, INC.	5109 W. LEMON STREET		TAMPA	FL	33609	LEASE AGREEMENT	Med Couture, LLC	6/15/2020
Lease	DFW Trailers	PO Box 61212		Dallas	TX	75208	Rental Lease Agreement	Strategic Distribution, L.P.	6/15/2020
License Agreement	Digital Realty Trust, L.P.	2323 Bryan Street, Suite 1800		Dallas	TX	75201	Carrollton, TX Colocation License Agreement	Carematic Brands, LLC	6/15/2020
License Agreement	Digital Realty Trust, L.P.	2323 Bryan Street, Suite 1800		Dallas	TX	75201	Carrollton, TX Colocation License Agreement	Carematic Brands, LLC	6/15/2020
Service Agreement	DREAM WORKS ANIMATION LICENSING, LLC	PO BOX 688462		Los Angeles	CA	90068-8452	Merchandise License Agreement	Medella	6/15/2020
License Agreement	DREAM WORKS ANIMATION LICENSING, LLC	1000 Flower Street		Glendale	CA	91201	Merchandise License Agreement	Carematic Brands, LLC	6/15/2020
License Agreement	DreamBox inc.	Dept LA 24089		Pasadena	CA	91185-0088	Payment Invoice	Carematic Brands, LLC	6/15/2020
Consulting Agreement	Ember Truck	675 1TH AVE STE 1200		NEW YORK	NY	10017	Engagement Letter dated 7/27/2023	Carematic Brands, LLC	6/15/2020
Service Agreement	Ember Truck	1250 Revolution Mill Dr., Suite 7		Greensboro	NC	27405	Silverts Adaptive LLC - New Deal dated 8/3/2022	Silverts Adaptive, LLC	6/15/2020
Lease	Enterprise Truck Rental	4201 North State Highway 161		Irvine	TX	75038	Flex-E Rent Contract	Carematic Brands, LLC	6/15/2020
Lease	Enterprise Truck Rental	4201 North State Highway 161		Irvine	TX	75038	Schedule A dated 2/24/2022	Carematic Brands, LLC	6/15/2020
Lease	Enterprise Truck Rental	4201 North State Highway 161		Irvine	TX	75038	Flex-E-RENT CONTRACT	Carematic Brands, LLC	6/15/2020
Service Agreement	Evergreen Line	One Evertrust Plaza		Jersey City	NJ	07302	OCEAN AGREEMENT	Strategic Distribution, L.P.	6/15/2020
Service Agreement	Evergreen Line	One Evertrust Plaza		Jersey City	NJ	07302	OCEAN AGREEMENT	Strategic Distribution, L.P.	6/15/2020
Service Agreement	fashionABLE	112 Compton Avenue		Nashville	TN	37212	Code Happy Store Vendor Agreement	Carematic Brands, LLC	6/15/2020
Service Agreement	FAST SLOW MOTION, LLC	120 19TH ST NORTH	STE 2001	BIRMINGHAM	AL	35203	Salesforce Marketing Cloud Implementation Proposal dated 12/6/2021	Carematic Brands, LLC	6/15/2020
Service Agreement	First Choice Coffee Services	18840 PARTHENIA ST		NORTH RIDGE	GA	91324	Service Agreement	Strategic Distribution, L.P.	6/15/2020
Service Agreement	First Choice Coffee Services	18840 PARTHENIA ST		NORTH RIDGE	GA	91324	Service Agreement	Carematic Brands, LLC	6/15/2020
License Agreement	Ford Global Technologies, LLC	330 Town Center Drive		Dearborn	MI	48126	Trademark License Agreement 82012163	Carematic Brands, LLC	6/15/2020
License Agreement	Ford Motor Company	16800 Executive Plaza Drive	Room 9N214	Dearborn	MI	48126	Trademark License Agreement 82012163	Carematic Brands, LLC	6/15/2020
Equipment Agreement	Fortia Inc.	1349 W. Peachtree St. NW	Suite 1300	Atlanta	GA	30309	Statement of Work dated 4/7/2021	Carematic Brands, LLC	6/15/2020
Equipment Agreement	Fortia Inc.	1349 W. Peachtree St. NW	Suite 1300	Atlanta	GA	30309	Preliminary Functional Specification Document (PFSD)	Carematic Brands, LLC	6/15/2020
Equipment Agreement	Fortia Inc.	1349 W. Peachtree St. NW	Suite 1300	Atlanta	GA	30309	Preliminary Functional Specification Document (PFSD)	Carematic Brands, LLC	6/15/2020
Equipment Agreement	Fortia Inc.	1349 W. Peachtree St. NW	Suite 1300	Atlanta	GA	30309	Professional Services Agreement	Carematic Brands, LLC	6/15/2020
Equipment Agreement	Fortia Inc.	1349 W. Peachtree St. NW	Suite 1300	Atlanta	GA	30309	Statement of Work	Carematic Brands, LLC	6/15/2020
Equipment Agreement	Fortia Inc.	1349 W. Peachtree St. NW	Suite 1300	Atlanta	GA	30309	IDO Agreement	Carematic Brands, LLC	6/15/2020
Equipment Agreement	Fortia Inc.	1349 W. Peachtree St. NW	Suite 1300	Atlanta	GA	30309	Automatic Bagging Solution	Carematic Brands, LLC	6/15/2020
Equipment Agreement	Fortia Inc.	1349 W. Peachtree St. NW	Suite 1300	Atlanta	GA	30309	Professional Service Agreement - Automatic Bagging Solution	Carematic Brands, LLC	6/15/2020
Equipment Agreement	Fortia Inc.	1349 W. Peachtree St. NW	Suite 1300	Atlanta	GA	30309	Automatic Bagging Solution	Carematic Brands, LLC	6/15/2020
Equipment Agreement	Fortia Inc.	1349 W. Peachtree St. NW	Suite 1300	Atlanta	GA	30309	Preliminary Functional Specification Document (PFSD)	Carematic Brands, LLC	6/15/2020
Equipment Agreement	Fortia Inc.	1349 W. Peachtree St. NW	Suite 1300	Atlanta	GA	30309	IDO Agreement Amendment	Carematic Brands, LLC	6/15/2020
Equipment Agreement	Fortia Inc.	1349 W. Peachtree St. NW	Suite 1300	Atlanta	GA	30309	Master MHS Agreement	Carematic Brands, LLC	6/15/2020
Equipment Agreement	Fortia Inc.	1349 W. Peachtree St. NW	Suite 1300	Atlanta	GA	30309	Master MHS Agreement	Carematic Brands, LLC	6/15/2020
Equipment Agreement	Fortia Inc.	1349 W. Peachtree St. NW	Suite 1300	Atlanta	GA	30309	Preliminary Functional Specification Document	Carematic Brands, LLC	6/15/2020
Equipment Agreement	Fortia Inc.	1349 W. Peachtree St. NW	Suite 1300	Atlanta	GA	30309	Statement of Work	Carematic Brands, LLC	6/15/2020
Equipment Agreement	Fortia Inc.	1349 W. Peachtree St. NW	Suite 1300	Atlanta	GA	30309	ASSIGNMENT OF PURCHASE AGREEMENT	Carematic Brands, LLC	6/15/2020
Equipment Agreement	Fortia Inc.	1349 W. Peachtree St. NW	Suite 1300	Atlanta	GA	30309	Progress Payment Request and Authorization #1	Carematic Brands, LLC	6/15/2020
Equipment Agreement	Fortia Inc.	300 South Sixth St	Suite 4000	Minneapolis	MN	55402-1023	Engagement Letter dated 5/12/2023	Carematic Brands, LLC	6/15/2020
Service Agreement	Freshlink Product Development LLC, dba Prepara	247 Centre Street-4th Floor		New York	NY	10013	Code Happy Store Vendor Agreement	Carematic Brands, LLC	6/15/2020
Service Agreement	Frontier	PO Box 740407		Cincinnati	OH	45274-0407	16GBs Dedicated Fiber for Santa Monica	Carematic Brands, LLC	6/15/2020
Lease Agreement	GEF, SUEZ ENERGY RESOURCES NA, INC.	1990 POST OAK BLVD		HOUSTON	TX	77056	CO2 EQUIPMENT TEXAS FIXED PRICE RTC	Strategic Distribution, L.P.	6/15/2020
Lease	Geniva Capital LLC	522 Broadway Street, Suite 4		Alexandria	VA	22304	MASTER EQUIPMENT LEASE AGREEMENT, Agreement # 47454	Medella, LLC	6/15/2020
License Agreement	Gerandash Uniforms	137 South Main St		Canandaigua	NY	14424	E-Commerce Agreement	Strategic Distribution, L.P.	6/15/2020
Maintenance Agreement	GeoState LLC	510 Eldorado Parkway	Unit 102-385	McKinney	TX	75070	Agreement	Carematic Brands, LLC	6/15/2020
Maintenance Agreement	GeoState LLC	510 Eldorado Parkway	Unit 102-385	McKinney	TX	75070	Agreement	Carematic Brands, LLC	6/15/2020
Separation Agreement	Grieta Chandrang	2238 Ingoles Road		Wilmington	IL	60091	SEPARATION AGREEMENT	Carematic Brands, LLC	6/15/2020
Employment Agreement	Grieta Chandrang	2238 Ingoles Road		Wilmington	IL	60091	Correspondence dated 1/4/2024 re: separation	Carematic Brands, LLC	6/15/2020
Service Agreement	GLAS Americas LLC	3 Second St	Suite 206	Jersey City	NJ	07302	Performance Guaranty	New Trojan Parent, Inc.	6/15/2020
Service Agreement	GLAS Americas LLC	3 Second St	Suite 206	Jersey City	NJ	07302	Administrative Agent and Collateral Agent Fee Letter	Carematic Brands, LLC	6/15/2020
Service Agreement	GLAS USA LLC	3 Second St	Suite 206	Jersey City	NJ	07311	Backup Service Agreement	Carematic Brands, LLC	6/15/2020
Service Agreement	Granite Industries, dba Aquisse	331 Science Drive		Moorestown	NJ	83021	Code Happy Store Vendor Agreement	Carematic Brands, LLC	6/15/2020
Maintenance Agreement	Granite Landscapes & Maintenance	PO Box 2022		Grapevine	TX	76051	Landscape Maintenance Contract	Strategic Distribution, L.P.	6/15/2020
Service Agreement	GXS, Inc.	PO BOX 647731		PITTSBURGH	PA	15264-0371	GXS Active Catalogue Services Schedule PA	Strategic Distribution, L.P.	6/15/2020
Service Agreement	GXS, Inc.	PO BOX 640731		PITTSBURGH	PA	15264-0371	GXS Active Catalogue Services Schedule PA	Strategic Distribution, L.P.	6/15/2020
Service Agreement	GXS, Inc.	PO BOX 640731		PITTSBURGH	PA	15264-0371	GXS Active Catalogue Services Schedule PA	Strategic Distribution, L.P.	6/15/2020
Equipment Agreement	Halcion Security LLC	4700 Birchmont Lane		Fort Worth	TX	76137	Equipment Finance Agreement No. 106117	Carematic Brands, LLC	6/15/2020
Purchase Agreement	Harsco Paper Company dba Short Packaging Corp	4000 FERRY RD		AURORA	IL	60002	Attilation Agreement	Carematic Brands, LLC	6/15/2020
License Agreement	Heard Holdings, Inc.	300 West 57th Street, 15th Floor		New York	NY	10019	Licensing Agreement Domestic	Strategic Distribution, L.P.	6/15/2020
Service Agreement	Herbert Mills Associates Inc.	250 Park Ave		New York	NY	10017		Carematic Brands, LLC	6/15/2020
Maintenance Agreement	Hewlett-Packard Company	3010 Woodland Center Blvd Ste 700		Florida	FL	33614	Purchase - Invoice Number: INV-12965-300147	Carematic Brands, LLC	6/15/2020
Service Agreement	Hopwood Corp.	1800-A Abbot Kinney Blvd		Venice	CA	90291	Code Happy Store Vendor Agreement	Carematic Brands, LLC	6/15/2020
Lease	HUBBLE PARKER LLC	550 Newport Center Drive		Newport Beach	CA	92660	Lease	Medella, LLC	6/15/2020
Lease	HUBBLE PARKER LLC	550 Newport Center Drive		Newport Beach	CA	92660	GUARANTEE OF LEASE	New Trojan Parent, Inc.	6/15/2020
Lease	HUBBLE PARKER LLC	550 Newport Center Drive		Newport Beach	CA	92660	GUARANTEE OF LEASE	Medella, LLC	6/15/2020
Lease	HUBBLE PARKER LLC	550 Newport Center Drive		Newport Beach	CA	92660	GUARANTEE OF LEASE	New Trojan Parent, Inc.	6/15/2020
Lease	HUBBLE PARKER LLC	550 Newport Center Drive		Newport Beach	CA	92660	Lease	Medella, LLC	6/15/2020
Lease	HUBBLE PARKER LLC	550 Newport Center Drive		Newport Beach	CA	92660	Lease	New Trojan Parent, Inc.	6/15/2020
Service Agreement	Hy-Tek Material Handling, LLC	4600 Houston Road		Florence	KY	41042	Master Services Agreement	Carematic Brands, LLC	6/15/2020
Service Agreement	Hy-Tek Material Handling, LLC	4600 Houston Road		Florence	KY	41042	Addendum A	Carematic Brands, LLC	6/15/2020
Lease	I&G Direct Real Estate 32H LP	One Meadowslands Plaza	Suite 804	East Rutherford	NJ	07073	Agreement of Lease	Krazy Kat Sportswear LLC	6/15/2020
Lease	I&G Direct Real Estate 32H LP	One Meadowslands Plaza	Suite 804	East Rutherford	NJ	07073	Agreement of Lease	Krazy Kat Sportswear LLC	6/15/2020
Lease	I&G Direct Real Estate 32H LP	One Meadowslands Plaza	Suite 804	East Rutherford	NJ	07073	First Amendment to Lease	Krazy Kat Sportswear LLC	6/15/2020
Service Agreement	Ice Effects Inc	#102 1207 11 Ave SW		Calgary	Alberta	T3C0M5	Code Happy Store Vendor Agreement	Carematic Brands, LLC	6/15/2020
Equipment Agreement	Illoby Corp.	3605 Weston Rd.		Toronto	ON	M8L 1V7	Order Number: 27072020 - 02	Carematic Brands, LLC	6/15/2020
Equipment Agreement	Illoby Corp.	3605 Weston Rd.		Toronto	ON	M8L 1V7	END USER LICENSE AGREEMENT	Carematic Brands, LLC	6/15/2020
Equipment Agreement	Illoby Corp.	3605 Weston Rd.		Toronto	ON	M8L 1V7	FeverCheck Terms and Conditions	Carematic Brands, LLC	6/15/2020
Maintenance Agreement	Imaginet Consulting	13 NORTH BROADWAY AVE		OKLAHOMA CITY	OK	73102	Smart Lease	Med Couture, LLC	6/15/2020
Lease	Imaginet Consulting LLC	311 N Broadway Ave		OKLAHOMA CITY	OK	73102	Smart Lease	Med Couture, LLC	6/15/2020
Service Agreement	Information & Computing Services, Inc.	3553 Phillips Highway	Suite F-601	Jacksonville	FL	32207	On-Line Services Agreement RF5-M81 for Netsuite	Med Couture, LLC	6/15/2020
Maintenance Agreement	Ingersoll-Rand Company	800 S Bealy Street		Davidson	NC	28036	PackageCare Agreement	Strategic Distribution, L.P.	6/15/2020
Maintenance Agreement	Ingersoll-Rand Company	800 S Bealy Street		Davidson	NC	28036	PackageCare Agreement	Strategic Distribution, L.P.	6/15/2020
Maintenance Agreement	Ingersoll-Rand Company	800 S Bealy Street		Davidson	NC	28036	PackageCare Agreement	Strategic Distribution, L.P.	6/15/2020
Maintenance Agreement	Ingersoll-Rand Company	800 S Bealy Street		Davidson	NC	28036	PackageCare Agreement	Strategic Distribution, L.P.	6/15/2020
Maintenance Agreement	Ingersoll-Rand Company	800 S Bealy Street		Davidson	NC	28036	PackageCare Agreement	Strategic Distribution, L.P.	6/15/2020
Maintenance Agreement	Ingersoll-Rand Company	800 S Bealy Street		Davidson	NC	28036	PackageCare Agreement	Strategic Distribution, L.P.	6/15/2020
Maintenance Agreement	Ingersoll-Rand Company	800 S Bealy Street		Davidson	NC	28036	PackageCare Agreement	Strategic Distribution, L.P.	6/15/2020
Maintenance Agreement	Ingersoll-Rand Company	800 S Bealy Street		Davidson	NC	28036	PackageCare Agreement	Strategic Distribution, L.P.	6/15/2020
Maintenance Agreement	Ingersoll-Rand Company	800 S Bealy Street		Davidson	NC	28036	PackageCare Agreement	Strategic Distribution, L.P.	6/15/2020
Maintenance Agreement	Ingersoll-Rand Company	800 S Bealy Street		Davidson	NC	28036	PackageCare Agreement	Strategic Distribution, L.P.	6/15/2020
Maintenance Agreement	Ingersoll-Rand Company	800 S Bealy Street		Davidson	NC	28036	PackageCare Agreement	Strategic Distribution, L.P.	6/15/2020
Maintenance Agreement	Ingersoll-Rand Company	800 S Bealy Street		Davidson	NC	28036	PackageCare Agreement	Strategic Distribution, L.P.	6/15/2020
Maintenance Agreement	Ingersoll-Rand Company	800 S Bealy Street		Davidson	NC	28036	PackageCare Agreement	Strategic Distribution, L.P.	6/15/2020
Maintenance Agreement	Ingersoll-Rand Company	800 S Bealy Street		Davidson	NC	28036	PackageCare Agreement	Strategic Distribution, L.P.	6/15/2020
Maintenance Agreement	Ingersoll-Rand Company	800 S Bealy Street		Davidson	NC	28036	PackageCare Agreement	Strategic Distribution, L.P.	6/15/2020
Maintenance Agreement	Ingersoll-Rand Company	800 S Bealy Street		Davidson	NC	28036	PackageCare Agreement	Strategic Distribution, L.P.	6/15/2020
Maintenance Agreement	Ingersoll-Rand Company	800 S Bealy Street		Davidson	NC	28036	PackageCare Agreement	Strategic Distribution, L.P.	6/15/2020
Maintenance Agreement	Ingersoll-Rand Company	800 S Bealy Street		Davidson	NC	28036	PackageCare Agreement	Strategic Distribution, L.P.	6/15/2020
Maintenance Agreement	Ingersoll-Rand Company	800 S Bealy Street		Davidson	NC	28036	PackageCare Agreement	Strategic Distribution, L.P.	6/15/2020
Maintenance									

Category	Contract Counterparty	Address 1	Address 2	CITY	STATE	ZIP	Contract Description	Legal Entity	Repect Date
Purchase Agreement	Inter-Tel Technologies, Inc.	1251 E. Dyer Rd.	Suite 100	Santa Ana	CA	92705	PURCHASE AGREEMENT	Careismatic Brands, LLC	6/15/2024
Service Agreement	Intalink, Inc.	150 East 42nd Street		New York	NY	10017	Agreement for IntaLink Services, BCN 152040	Careismatic Brands, LLC	6/15/2024
Service Agreement	Intalink, Inc.	150 East 42nd Street		New York	NY	10017	Contract ID: 5089666, Quote ID: Q150998	Careismatic Brands, LLC	6/15/2024
Service Agreement	Intalink, Inc.	150 East 42nd Street	Suite 400	New York	NY	10017	On Demand Work Space Order, BCN 82132	Careismatic Brands, LLC	6/15/2024
Equipment Agreement	Ipro Media Inc.	6652 Piercecrest Drive	Suite 400	Plano	TX	75204	Equipment Agreement C-2020099	Med Couture, LLC	6/15/2024
Equipment Agreement	Ipro Media Inc.	6652 Piercecrest Drive	Suite 400	Plano	TX	75204	Support Agreement C-2020099	Med Couture, LLC	6/15/2024
Equipment Agreement	Ipro Media Inc.	6652 Piercecrest Drive	Suite 400	Plano	TX	75204	Ipro Anywhere Premise Equipment Agreement, Contract C-2020846	Med Couture, LLC	6/15/2024
Equipment Agreement	Ipro Media Inc.	6652 Piercecrest Drive	Suite 400	Plano	TX	75204	Ipro Anywhere Services and Support Agreement C-2023841	Med Couture, LLC	6/15/2024
Equipment Agreement	Ipro Media Inc.	6652 Piercecrest Drive	Suite 400	Plano	TX	75204	Ipro Anywhere Services and Support Agreement C-2021270	Med Couture, LLC	6/15/2024
Equipment Agreement	Ipro Media Inc.	6652 Piercecrest Drive	Suite 400	Plano	TX	75204	Ipro Anywhere Premise Equipment Agreement, Contract C-2020773	Med Couture, LLC	6/15/2024
Equipment Agreement	Ipro Media Inc.	6652 Piercecrest Drive	Suite 400	Plano	TX	75204	Ipro Anywhere Premise Equipment Agreement, Contract C-2020693	Med Couture, LLC	6/15/2024
Equipment Agreement	Ipro Media Inc.	6652 Piercecrest Drive	Suite 400	Plano	TX	75204	Ipro Anywhere Premise Equipment Agreement, Contract C-2020846	Med Couture, LLC	6/15/2024
Equipment Agreement	Ipro Media Inc.	6652 Piercecrest Drive	Suite 400	Plano	TX	75204	Ipro Anywhere Premise Equipment Agreement, Contract C-2020846	Med Couture, LLC	6/15/2024
Equipment Agreement	Ipro Media Inc.	6652 Piercecrest Drive	Suite 400	Plano	TX	75204	Ipro Anywhere Services and Support Agreement C-2020099	Med Couture, LLC	6/15/2024
Equipment Agreement	Ipro Media Inc.	6652 Piercecrest Drive	Suite 400	Plano	TX	75204	Ipro Anywhere Services and Support Agreement C-2021270	Med Couture, LLC	6/15/2024
Equipment Agreement	Ipro Media Inc.	6652 Piercecrest Drive	Suite 400	Plano	TX	75204	Equipment Agreement C-2020846	Med Couture, LLC	6/15/2024
Equipment Agreement	Ipro Media Inc.	6652 Piercecrest Drive	Suite 400	Plano	TX	75204	Equipment Agreement C-2020773	Med Couture, LLC	6/15/2024
Equipment Agreement	Ipro Media Inc.	6652 Piercecrest Drive	Suite 400	Plano	TX	75204	Equipment Agreement C-2021739	Med Couture, LLC	6/15/2024
Equipment Agreement	Ipro Media Inc.	6652 Piercecrest Drive	Suite 400	Plano	TX	75204	Equipment Agreement C-2020846	Med Couture, LLC	6/15/2024
Equipment Agreement	Ipro Media Inc.	6652 Piercecrest Drive	Suite 400	Plano	TX	75204	Equipment Agreement C-2020863	Med Couture, LLC	6/15/2024
Equipment Agreement	Ipro Media Inc.	6652 Piercecrest Drive	Suite 400	Plano	TX	75204	Equipment Agreement C-2021270	Med Couture, LLC	6/15/2024
Equipment Agreement	Ipro Media Inc.	6652 Piercecrest Drive	Suite 400	Plano	TX	75204	Equipment Agreement C-2023841	Med Couture, LLC	6/15/2024
Lease	Irvine Company	662773 101 - 524524	PO BOX 846461	LOS ANGELES	CA	90084-8461	27 Hablusa, Inc. D- 524524	Medellita, LLC	6/15/2024
Software Agreement	Soft Corporation	10300 North Central Expressway	Suite 500	Dallas	TX	75231	Master License Agreement dated 10/20/2003	Careismatic Brands, LLC	6/15/2024
Software Agreement	Soft Corporation	10300 North Central Expressway	Suite 500	Dallas	TX	75231	Master License Agreement dated 10/20/2003	Careismatic Brands, LLC	6/15/2024
Purchase Agreement	J.C. Penny Corporation, Inc.	6501 Legacy Drive		Plano	TX	75024-3698	Trading Partner Agreement for Domestic Merchandise Purchase Contracts	Strategic Distribution, LP	6/15/2024
Consulting Agreement	John W. Pura	8296 W BROWN RD		LOWELL	AR	72745	Consulting Agreement / Proprietary Information / Assignment of Inventions Agreement	Careismatic Brands, LLC	6/15/2024
Service Agreement	Jmills Entertainment	1589 W. 2225 S		WOODS CROSS	UT	84087	Project Agreement	Careismatic Brands, LLC	6/15/2024
Service Agreement	Jmills Entertainment	1589 W. 2225 S		WOODS CROSS	UT	84087	Project Agreement	Careismatic Brands, LLC	6/15/2024
Service Agreement	Jmills Entertainment	1589 W. 2225 S		WOODS CROSS	UT	84087	Project Agreement	Careismatic Brands, LLC	6/15/2024
Consulting Agreement	John David Price	2037A Palmam Lane		Redondo Beach	CA	90278	Consulting Agreement / Proprietary Information / Assignment of Inventions Agreement	Careismatic Brands, LLC	6/15/2024
Consulting Agreement	John Purcell	472 Lakeshore Drive		Berkeley Lake	CA	30096	Consulting Agreement / Proprietary Information / Assignment of Inventions Agreement	Careismatic Brands, LLC	6/15/2024
Service Agreement	John W. Pura	921 N Gardner St #2		West Hollywood	CA	90046		Careismatic Brands, LLC	6/15/2024
Service Agreement	Judith Inc.	9577 González St		Las Vegas	NV	89178		Careismatic Brands, LLC	6/15/2024
Service Agreement	Kalio, Inc.	15200 Stevens Creek Blvd.	Suite 210	Capiterno	CA	95014	Internet Marketing Services Agreement	AllHearts, LLC	6/15/2024
License Agreement	Kalia Duke	204 E. 84th Street, Apt. 1E		New York	NY	10028	INDEPENDENT CONTRACTOR / PROPRIETARY INFORMATION / ASSIGNMENT OF INVENTIONS AGREEMENT	Careismatic Brands, LLC	6/15/2024
Contractor Agreement	Kalia Duke	204 E. 84th Street, Apt. 1E		New York	NY	10028	Independent Contractor / Proprietary Information / Assignment of Inventions Agreement	Careismatic Brands, LLC	6/15/2024
Contractor Agreement	Kalia Duke	204 E. 84th Street, Apt.		New York	NY	10028	Trading/Marketing Agreement	Careismatic Brands, LLC	6/15/2024
Professional Services	Katten Muchin Rosenman LLP	525 W Monroe St Ste 1900		Chicago	IL	60661	SEPARATION AGREEMENT	Careismatic Brands, LLC	6/15/2024
Separation Agreement	Seyla Singer	5334 Prado de la Felicidad		Calabasas	CA	91302	SEPARATION AGREEMENT	Careismatic Brands, LLC	6/15/2024
Lease	Kilroy Realty, L.P.	12200 West Olympic Blvd	Suite 200	Los Angeles	CA	90064	First Amendment to Office Lease	AllHearts, LLC	6/15/2024
Lease	Kilroy Realty, L.P.	12200 West Olympic Blvd	Suite 200	Los Angeles	CA	90064	Office Lease	AllHearts, LLC	6/15/2024
Lease	Kilroy Realty, L.P.	2200 West Olympic Blvd	Suite 200	Los Angeles	CA	90064	Correspondence dated 6/15/2016 re: lease term dates	AllHearts, LLC	6/15/2024
Consulting Agreement	Kim Mullin	PO Box 74		Prossville	MD	64856	Independent Contractor / Proprietary Information / Assignment of Inventions Agreement	Careismatic Brands, LLC	6/15/2024
Service Agreement	Klein & Wilson	4770 VON KARMAN AVE		NEWPORT BEACH	CA	92660	Attorney Client Hourly Fee Agreement	Careismatic Brands, LLC	6/15/2024
Purchase Agreement	KPMG LLP	4428 W. Collins Circle	Suite 200	Los Angeles	CA	90064	Consulting Agreement / Proprietary Information / Assignment of Inventions Agreement	Careismatic Brands, LLC	6/15/2024
Purchase Agreement	Kyle Weiner	9400 CORBIN AVE #1400		NORTHBRIDGE	CA	91324	PURCHASE AGREEMENT	Trojan Buyer, Inc.	6/15/2024
Lease	IMG DIRECT REAL ESTATE 32H, LP	One Meadowlands Place	Suite 804	East Rutherford	NJ	07073	Agreement of Lease	Krazy Kat Sportswear LLC	6/15/2024
Lease	IMG DIRECT REAL ESTATE 32H, LP	One Meadowlands Place	Suite 804	East Rutherford	NJ	07073	First Amendment to Lease (COVID Rent Abatement)	Krazy Kat Sportswear LLC	6/15/2024
Lease	IMG DIRECT REAL ESTATE 32H, LP	One Meadowlands Place	Suite 804	East Rutherford	NJ	07073	Lease Option Exercise Notice	Krazy Kat Sportswear LLC	6/15/2024
Consulting Agreement	Laureia Kaplan	2784 N. Augusta Drive		Wadsworth	IL	60083	Consulting Agreement / Proprietary Information / Assignment of Inventions Agreement	Careismatic Brands, LLC	6/15/2024
Consulting Agreement	Lavella Willis	621 McCadden Place		Los Angeles	CA	90005	Independent Contractor / Proprietary Information / Assignment of Inventions Agreement	Careismatic Brands, LLC	6/15/2024
Service Agreement	Leaf Office of William J. Mall, III	2001 E CHAPMAN AVE		TULLENTON	PA	88031	Legal Fee Agreement	Careismatic Brands, LLC	6/15/2024
Lease	Leaf Capital Funding LLC	2005 Market St 14th Floor		Philadelphia	PA	19103	LEASE AGREEMENT	Medellita, LLC	6/15/2024
Service Agreement	Livation Technologies, Inc.	DEPT AT 92558		ATLANTA	GA	31156-2956	Schedule No. 2 Livation Master Software and Services Agreement	Careismatic Brands, LLC	6/15/2024
Consulting Agreement	Livision Partners	638 South Orange Drive		Los Angeles	CA	90036	Consulting Agreement / Proprietary Information / Assignment of Inventions Agreement	Careismatic Brands, LLC	6/15/2024
Consulting Agreement	Livision International Professional Services, Inc.	20700 Civic Center Drive, Suite 500		Southfield	MI	48076	Consulting Services Agreement	Strategic Distribution, LP	6/15/2024
Service Agreement	Livision International Trade Services, Inc.	150 Pierce Road		Itasca	IL	60143	Service Agreement	Careismatic Brands, LLC	6/15/2024
Service Agreement	Livision International, Inc.	PO BOX 620		BUFFALO	NY	14213	General Agency Agreement	Strategic Distribution, LP	6/15/2024
Consulting Agreement	Lucia Boss	10324 Larwin Ave		Los Angeles	CA	91311	Consulting Agreement / Proprietary Information / Assignment of Inventions Agreement	Careismatic Brands, LLC	6/15/2024
Consulting Agreement	Luvy Juseth Urbina Sandino						Consulting Agreement / Proprietary Information / Assignment of Inventions Agreement	Careismatic Brands, LLC	6/15/2024
Equipment Agreement	Malin Integrated Handling Solutions and Design	ANTIGUA TERMINAL DE BUSES DE TIPTAPA 1C		BARRIO ORONTE CENTENO	TX	75001	Proposal	Strategic Distribution, LP	6/15/2024
Equipment Agreement	Malin, A Raymond Company	15870 Midway Rd.		Addison	TX	75001	Exclusive Agreement	Careismatic Brands, LLC	6/15/2024
Equipment Agreement	Malin, A Raymond Company	15870 Midway Rd.		Addison	TX	75001	Exclusive Agreement	Med Couture, LLC	6/15/2024
Equipment Agreement	Malin, A Raymond Company	15870 Midway Rd.		Addison	TX	75001	Exclusive Agreement	Careismatic Brands, LLC	6/15/2024
Equipment Agreement	Malin, A Raymond Company	15870 Midway Rd.		Addison	TX	75001	Demo-Rental Proposal Agreement	Strategic Distribution, LP	6/15/2024
Equipment Agreement	Malin, A Raymond Company	15870 Midway Rd.		Addison	TX	75001	Demo-Rental Proposal Agreement	Strategic Distribution, LP	6/15/2024
Equipment Agreement	Malin, A Raymond Company	15870 Midway Rd.		Addison	TX	75001	Demo-Rental Proposal Agreement	Strategic Distribution, LP	6/15/2024
Equipment Agreement	Malin, A Raymond Company	15870 Midway Rd.		Addison	TX	75001	Demo-Rental Proposal Agreement	Strategic Distribution, LP	6/15/2024
Manufacturing Agreement	Managed Healthcare Associates, Inc.	25-A Vreeland Road, Suite 200		Florham Park	NJ	07932	MHA Contract #SLV2021	Silverts Adaptive, LLC	6/15/2024
Consulting Agreement	MARK SCHAULTER	100 COVENTRY WAY		HIGHLAND	IL	62249	Independent Contractor/Proprietary Information/Assignment of Inventions Agreement	Careismatic Brands, LLC	6/15/2024
Equipment Agreement	Marvel Characters, LLC	19101 BOX 3804		PHILADELPHIA	PA	19101-3804	New Agreement Checklist	Careismatic Brands, LLC	6/15/2024
License Agreement	Marvel Brands, LLC	135 West 50th Street, 7th Floor		New York	NY	10018	LICENSE AGREEMENT	Careismatic Brands, LLC	6/15/2024
License Agreement	Marvel Brands, LLC	135 West 50th Street, 7th Floor		New York	NY	10020	SCHEDULE TO LICENSE AGREEMENT	Careismatic Brands, LLC	6/15/2024
License Agreement	Marvel Characters B.V.	500 South Buena Vista St. MC35031		Surbank	CA	91311	E-Commerce Agreement	Careismatic Brands, LLC	6/15/2024
License Agreement	Marvel Studios N.V. Sult	3419 Route 40		Washington	PA	15301	E-Commerce Agreement	Strategic Distribution, LP	6/15/2024
Employment Agreement	McAdams, Paul	328 VLG PONTE LN		WILLIAMSVILLE	NY	14221	TRANSITION AND SEPARATION AGREEMENT	Careismatic Brands, LLC	6/15/2024
Consulting Agreement	Melora Reyes Plonkian						FULL AND FINAL RELEASE OF CLAIMS	Careismatic Brands, LLC	6/15/2024
Consulting Agreement	Michael Singer	Imp. Helene St. Macary	Berth 1, Monte Brn Pension Villa	Pirnce	CA	91302	Independent Contractor Agreement	Careismatic Brands, LLC	6/15/2024
Consulting Agreement	Michael Singer	25334 PRADO DE LA FELICIDAD		CALABASAS	CA	91302	Confidential Separation Agreement	Careismatic Brands, LLC	6/15/2024
Consulting Agreement	Michael Singer	25334 PRADO DE LA FELICIDAD		CALABASAS	CA	91302	CONSULTING AGREEMENT	Careismatic Brands, LLC	6/15/2024
Service Agreement	Michael & Robinson LLP	10880 WISHIRE Blvd	19th Floor	Los Angeles	CA	90024	Correspondence dated 9/12/2019 from Michaelan & Robinson LLP re: Communication Strategy for Michael Singer / Strategic Partners Legal Action	Careismatic Brands, LLC	6/15/2024
Professional Services	Michael & Robinson LLP	10880 WISHIRE Blvd	19th Floor	Los Angeles	CA	90024		Careismatic Brands, LLC	6/15/2024
Consulting Agreement	Microtrace, LLC	790 Fletcher Drive, Suite 106		Egin	IL	60123-4755	Consulting Agreement	Careismatic Brands, LLC	6/15/2024
Consulting Agreement	Microtrace, LLC	790 Fletcher Drive, Suite 106		Egin	IL	60123-4755	Memo re Consulting Agreement	Careismatic Brands, LLC	6/15/2024
Service Agreement	Mind Over Media	702 16th Street		Santa Monica	CA	90402	Addendum B to Agreement Letter for 2015 Services	Careismatic Brands, LLC	6/15/2024
Service Agreement	Mind Over Media	702 16th Street		Santa Monica	CA	90402	Addendum B3 to Agreement Letter for 2015 Services	Careismatic Brands, LLC	6/15/2024
Service Agreement	Mind Over Media	702 16th Street		Santa Monica	CA	90402	Addendum B1 to Agreement Letter for 2015 Services	Careismatic Brands, LLC	6/15/2024
Service Agreement	Mind Over Media	702 16th Street		Santa Monica	CA	90402	Addendum B2 to Agreement Letter for 2015 Services	Careismatic Brands, LLC	6/15/2024
Service Agreement	Mind Over Media	702 16th Street		Santa Monica	CA	90402	Addendum B2 to Agreement Letter for 2015 Services	Careismatic Brands, LLC	6/15/2024
Service Agreement	Mind Over Media	702 16th Street		Santa Monica	CA	90402	Addendum B2 to Agreement Letter for 2015 Services (Newtopia/Scrubes Wellness Challenge)	Careismatic Brands, LLC	6/15/2024
Service Agreement	Mind Over Media	702 16th Street		Santa Monica	CA	90402	Addendum to Agreement Letter for 2015 Services (Scrubes Magazine / Spring 2015 / Four Additional Edit Pages)	Careismatic Brands, LLC	6/15/2024
Service Agreement	Mind Over Media	702 16th Street		Santa Monica	CA	90402	Agreement Letter for 2013 Services	Careismatic Brands, LLC	6/15/2024
Service Agreement	Mind Over Media	702 16th Street		Santa Monica	CA	90402	Agreement Letter for 2014 Services	Careismatic Brands, LLC	6/15/2024
Service Agreement	Mind Over Media	702 16th Street		Santa Monica	CA	90402	Agreement Letter for 2015 Services	Careismatic Brands, LLC	6/15/2024
Purchase Agreement	MIT Technologies, Inc.	1146 North Alma School Road		Mesa	AZ	85201	Purchase Order Agreement	Strategic Distribution, LP	6/15/2024
Service Agreement	Moody's Investors Service	7 WTC at 250 Greenwich Street		New York	NY	10007	Rating Service Agreement	Strategic Partners Acquisition Corp.	6/15/2024
Service Agreement	Moody's Investors Service	7 WTC at 250 Greenwich Street		New York	NY	10007	Fee Schedule	Careismatic Brands, LLC	6/15/2024
Service Agreement	MorganFranklin Consulting, LLC	7000 Tysons One Place	Suite 300	McLean	VA	22102	Purchase Order Agreement	Careismatic Brands, LLC	6/15/2024
Consulting Agreement	Nancy Sullivan	487 E. Providencia Ave	Unit A	Burbank	CA	91501	Amendment-Independent Contractor / Proprietary Information / Assignment of Inventions Agreement	Careismatic Brands, LLC	6/15/2024
Consulting Agreement	Nancy Sullivan	487 E. Providencia Ave	Unit A	Burbank	CA	91501	Independent Contractor / Proprietary Information / Assignment of Inventions Agreement	Careismatic Brands, LLC	6/15/2024
Consulting Agreement	Nancy Sullivan	487 E. Providencia Ave	Unit A	Burbank	CA	91501	Second Amendment- Independent Contractor / Proprietary Information / Assignment of Inventions Agreement	Careismatic Brands, LLC	6/15/2024
Lease	Networks Electronic Corp.	9750 DE SOTO AVE		CHATSORTH	CA	91311-4409	Addendum to Lease	Careismatic Brands, LLC	6/15/2024
Lease	Networks Electronic Corp.	9750 DE SOTO AVE		CHATSORTH	CA	91311-4409	First Amendment to Standard Industrial/Commercial Multi-Tenant Lease-Net	Careismatic Brands, LLC	6/15/2024
Consulting Agreement	NFP	401K ADVISORS INC	120 VANTIS STE 400	ALISO VIEJO	CA	92656	Engagement Agreement	Careismatic Brands, LLC	6/15/2024
Maintenance Agreement	NJ Main & Associates LLC	15870 Midway Road		Addison	TX	75001	COMPREHENSIVE FIRED PRICE MAINTENANCE	Strategic Distribution, LP	6/15/2024
Maintenance Agreement	NJ Main & Associates LLC	15870 Midway Road		Addison	TX	75001	Comprehensive Fued Price Maintenance Agreement Number: 1190005	Careismatic Brands, LLC	6/15/2024
Maintenance Agreement	NJ Main & Associates LLC	15870 Midway Road		Addison	TX	75001	Comprehensive Fied Price Maintenance Agreement Number: 1190043	Careismatic Brands, LLC	6/15/2024
Maintenance Agreement	NJ Main & Associates LLC	15870 Midway Road		Addison	TX	75001	Comprehensive Fied Price Maintenance Agreement Number: 1190078	Careismatic Brands, LLC	6/15/2024
Maintenance Agreement	NJ Main & Associates LLC	15870 Midway Road		Addison	TX	75001	Comprehensive Fied Price Maintenance Agreement Number: 1190101	Careismatic Brands, LLC	6/15/2024
Maintenance Agreement	NJ Main & Associates LLC	15870 Midway Road		Addison	TX	75001	Comprehensive Fied Price Maintenance Agreement Number: 1200443	Strategic Distribution, LP	6/15/2024
Maintenance Agreement	NJ Main & Associates LLC	15870 Midway Road		Addison	TX	75001	Comprehensive Fied Price Maintenance Agreement Number: 1190041	Strategic Distribution, LP	6/15/2024
Maintenance Agreement	NJ Main & Associates LLC	15870 Midway Road		Addison	TX	75001	Comprehensive Fied Price Maintenance Agreement Number: 1190041	Strategic Distribution, LP	6/15/2024
Maintenance Agreement	NJ Main & Associates LLC	15870 Midway Road		Addison	TX	75001	Comprehensive Fied Price Maintenance Agreement Number: 1190024	Strategic Distribution, LP	6/15/2024

Category	Contract Counterparty	Address 1	Address 2	CITY	STATE	ZIP	Contract Description	Legal Entity	Relet Date
Maintenance Agreement	NJ Main & Associates LLC	15870 Midway Road		Addison	TX	75001	Comprehensive Fixed Price Maintenance Agreement Number: 1190943	Strategic Distribution, L.P.	6/15/2024
Maintenance Agreement	NJ Main & Associates LLC	15870 Midway Road		Addison	TX	75001	Comprehensive Fixed Price Maintenance Agreement Number: 1190976	Strategic Distribution, L.P.	6/15/2024
Maintenance Agreement	NJ Main & Associates LLC	15870 Midway Road		Addison	TX	75001	COMPREHENSIVE FIXED PRICE MAINTENANCE	Careismatic Brands, LLC	6/15/2024
Maintenance Agreement	NJ Main & Associates LLC	15870 Midway Road		Addison	TX	75001	COMPREHENSIVE FIXED PRICE MAINTENANCE	Careismatic Brands, LLC	6/15/2024
Service Agreement	Norton Rose Fulbright US LLP	2200 Rose Avenue, Suite 3600		Dallas	TX	75201	Letter of Engagement	Careismatic Brands, LLC	6/15/2024
Service Agreement	Novamodule	7901 Oakport St Ste 4250		Oakland	CA	94621	Code Happy Store Vendor Agreement	Medallia LLC	6/15/2024
Service Agreement	Onyx Distribution Inc	4655 Linspan Ave		Garden Grove	CA	92748	Code Happy Store Vendor Agreement	Careismatic Brands, LLC	6/15/2024
Service Agreement	Oxula, Inc.	One S. Memorial Drive	Suite 1500	St. Louis	MO	63102	Architectural Services Master Agreement	Strategic Distribution, L.P.	6/15/2024
Service Agreement	One Edge Inc.	1345 Avenue of the Americas		New York	NY	10105	Master Services Agreement	Careismatic Brands, LLC	6/15/2024
Service Agreement	One Edge Inc.	1345 Avenue of the Americas	2nd Floor	New York	NY	10105	Master Services Agreement	Careismatic Brands, LLC	6/15/2024
Service Agreement	One Edge Inc.	1345 Avenue of the Americas	2nd Floor	New York	NY	10105	Master Services Agreement	Careismatic Brands, LLC	6/15/2024
License Agreement	P. M. Thomas, Inc.	200 Gorham Road		South Portland	ME	04108	E-Commerce Agreement	Strategic Distribution, L.P.	6/15/2024
License Agreement	Patient to Person LLC	341 Pleasant Street	Suite 322	North Andover	MA	01860	LICENSE AGREEMENT dated October 2019	Silverts Adaptive, LLC	6/15/2024
Professional Services	Partners Group AG	Zugenstrasse 57		Zug, Switzerland	CH	8600	License Agreement	Careismatic Brands, LLC	6/15/2024
Professional Services	Partners Group Investment Services AG	Zugenstrasse 57		Baar	CH	6341	License Agreement	Careismatic Brands, LLC	6/15/2024
Professional Services	Partners Group US Investment Services LLC	1114 Avenue of the Americas, 37th Fl		New York	NY	10036	License Agreement	Careismatic Brands, LLC	6/15/2024
Professional Services	Partners Group US Investment Services LLC	1114 Avenue of the Americas, 37th Fl		New York	NY	10036	License Agreement	Careismatic Brands, LLC	6/15/2024
License Agreement	PATIENT TO PERSON, LLC	1 PARKER STREET		LAWRENCE	MA	01843	LICENSE AGREEMENT	Careismatic Brands, LLC	6/15/2024
Service Agreement	PATIENT TO PERSON, LLC	1 PARKER STREET		LAWRENCE	MA	01843	DESIGN SERVICE AGREEMENT	Careismatic Brands, LLC	6/15/2024
Consulting Agreement	PATRICK J. LEE	2461 CRESTON DRIVE		LOS ANGELES	CA	90068	CONSULTING AGREEMENT/PROPRIETARY INFORMATION/ASSIGNMENT OF INVENTIONS AGREEMENT	Careismatic Brands, LLC	6/15/2024
Equipment Agreement	PURE HEALTH SOLUTIONS, INC. (PHS)	950 CORPORATE WOODS PARKWAY		VERNON HILLS	IL	60061	RENTAL AGREEMENT	Strategic Distribution, L.P.	6/15/2024
Lease	Quadrant Postage (Neopost Texas)	Quadrant Finance USA, Inc	PO Box 6813	Carol Stream	IL	60197-6813	Quadrant Leasing - Stamp Machine Lease # N19072410 (7/18/19 - 1.3.25)	Med Couture, LLC	6/15/2024
Service Agreement	RCE ASSOCIATES INCORPORATED	1177 California St		San Francisco	CA	94108	Letter of Intent - Source Planning & Procurement Services 2.1 Dallas Texas	Careismatic Brands, LLC	6/15/2024
Service Agreement	Radial, Inc	PO BOX 204113		DALLAS	TX	75202-4114	SUPPLIER ACCESS AGREEMENT	Strategic Distribution, L.P.	6/15/2024
Consulting Agreement	Rana Yousaf Deeb Ali	711 Cortland Street		Berkeley	CA	94708	Rana Ali Mar 22	Careismatic Brands, LLC	6/15/2024
Service Agreement	Red Banks Consulting Inc.	10799 Clement Ave		Berkeley Lake	CA	94708		Careismatic Brands, LLC	6/15/2024
Service Agreement	Remedies LLC	14 Wheeler Pl		West Nyack	NY	10994	Code Happy Store Vendor Agreement	Careismatic Brands, LLC	6/15/2024
Equipment Agreement	REVOLUTION OFFICE	9043 LURLINE AVENUE		CHATSORTH	CA	91311	Value Supplement	Careismatic Brands, LLC	6/15/2024
Equipment Agreement	REVOLUTION OFFICE	9043 LURLINE AVENUE		CHATSORTH	CA	91311	Value Supplement	Careismatic Brands, LLC	6/15/2024
Equipment Agreement	REVOLUTION OFFICE	9043 LURLINE AVENUE		CHATSORTH	CA	91311	Value Supplement	Careismatic Brands, LLC	6/15/2024
Consulting Agreement	RODERICK KELLER	201 S. GIBSON ROAD, #2213		HENDERSON	NV	89012	Independent Contractor/Proprietary Information/Assignment of Inventions Agreement	Careismatic Brands, LLC	6/15/2024
Service Agreement	ROPER & GRAY LLP	800 Boylston St		Boston	MA	02119	Independent Contractor/Proprietary Information/Assignment of Inventions Agreement	Careismatic Brands, LLC	6/15/2024
Equipment Agreement	R-Pac International LLC	132 West 36th Street		New York	NY	10018	Amendment to SOW	Careismatic Brands, LLC	6/15/2024
Equipment Agreement	R-Pac International LLC	132 West 36th Street		New York	NY	10018	Statement of Work	Careismatic Brands, LLC	6/15/2024
Equipment Agreement	R-Pac International LLC	132 West 36th Street		New York	NY	10018	Master Service Agreement	Careismatic Brands, LLC	6/15/2024
Repurchase Agreement	Ruth Singer	25334 Prado de la Felicidad		Calabasas	CA	91302	REPURCHASE AGREEMENT	CBI Parent, L.P.	6/15/2024
Service Agreement	S&P GLOBAL	55 WATER STREET		NEW YORK	NY	10041	S&P Global Ratings Engagement Letter	Careismatic Brands, LLC	6/15/2024
Software Agreement	salesforce.com, inc	415 MISSION STREET, 3RD FLOOR		San Francisco	CA	94105	Mulesoft - Contract ID 2711518	Careismatic Brands, LLC	6/15/2024
Software Agreement	salesforce.com, inc	415 MISSION STREET, 3RD FLOOR		San Francisco	CA	94105	Mulesoft - Contract ID 9559	Careismatic Brands, LLC	6/15/2024
Software Agreement	salesforce.com, inc	415 MISSION STREET, 3RD FLOOR		San Francisco	CA	94105	Order Form for Strategic Partners, Inc. Order 14165722	Careismatic Brands, LLC	6/15/2024
Software Agreement	salesforce.com, inc	415 MISSION STREET, 3RD FLOOR		San Francisco	CA	94105	Order Form for Strategic Partners, Inc. Quote # Q-01413335	Careismatic Brands, LLC	6/15/2024
Software Agreement	salesforce.com, inc	415 MISSION STREET, 3RD FLOOR		San Francisco	CA	94105	Order Form for Strategic Partners, Inc. Quote Number: Q-01718886	Careismatic Brands, LLC	6/15/2024
Software Agreement	salesforce.com, inc	415 MISSION STREET, 3RD FLOOR		San Francisco	CA	94105	Order Form for Strategic Partners, Inc. Quote Number: Q-02137590 - ExactTarget - Corporate Edition	Careismatic Brands, LLC	6/15/2024
Software Agreement	salesforce.com, inc	415 MISSION STREET, 3RD FLOOR		San Francisco	CA	94105	Order Form for Strategic Partners, Inc. Quote Number: Q-02222926	Careismatic Brands, LLC	6/15/2024
Software Agreement	salesforce.com, inc	415 MISSION STREET, 3RD FLOOR		San Francisco	CA	94105	Order Form for Strategic Partners, Inc. Quote Number: Q-02877352	Careismatic Brands, LLC	6/15/2024
Software Agreement	salesforce.com, inc	415 MISSION STREET, 3RD FLOOR		San Francisco	CA	94105	Order Form for Strategic Partners, Inc. Quote Number: Q-03126322	Careismatic Brands, LLC	6/15/2024
Software Agreement	salesforce.com, inc	415 MISSION STREET, 3RD FLOOR		San Francisco	CA	94105	Order Form for Strategic Partners, Inc. Quote Number: Q-03207558	Careismatic Brands, LLC	6/15/2024
Software Agreement	salesforce.com, inc	415 MISSION STREET, 3RD FLOOR		San Francisco	CA	94105	Order Form for Strategic Partners, Inc. Quote Number: Q-03271786	Careismatic Brands, LLC	6/15/2024
Software Agreement	salesforce.com, inc	415 MISSION STREET, 3RD FLOOR		San Francisco	CA	94105	Order Form for Strategic Partners, Inc. Quote Number: Q-03293065	Careismatic Brands, LLC	6/15/2024
Software Agreement	salesforce.com, inc	415 MISSION STREET, 3RD FLOOR		San Francisco	CA	94105	Order Form for Strategic Partners, Inc. Quote Number: Q-03529176	Careismatic Brands, LLC	6/15/2024
Software Agreement	salesforce.com, inc	415 MISSION STREET, 3RD FLOOR		San Francisco	CA	94105	Contract no. 3161362	Careismatic Brands, LLC	6/15/2024
Software Agreement	salesforce.com, inc	415 MISSION STREET, 3RD FLOOR		San Francisco	CA	94105	Contract no. 2450862	Careismatic Brands, LLC	6/15/2024
Software Agreement	salesforce.com, inc	415 MISSION STREET, 3RD FLOOR		San Francisco	CA	94105	Contract no. 2911101	Careismatic Brands, LLC	6/15/2024
Software Agreement	salesforce.com, inc	415 MISSION STREET, 3RD FLOOR		San Francisco	CA	94105	Order Form for Strategic Partners, Inc. Order 14165722	Careismatic Brands, LLC	6/15/2024
Software Agreement	salesforce.com, inc	415 MISSION STREET, 3RD FLOOR		San Francisco	CA	94105	Order Form for Strategic Partners, Inc. Quote # Q-01413335	Careismatic Brands, LLC	6/15/2024
Software Agreement	salesforce.com, inc	415 MISSION STREET, 3RD FLOOR		San Francisco	CA	94105	Order Form for Strategic Partners, Inc. Quote Number: Q-01718886	Careismatic Brands, LLC	6/15/2024
Software Agreement	salesforce.com, inc	415 MISSION STREET, 3RD FLOOR		San Francisco	CA	94105	Order Form for Strategic Partners, Inc. Quote Number: Q-02137590 - ExactTarget - Corporate Edition	Careismatic Brands, LLC	6/15/2024
Software Agreement	salesforce.com, inc	415 MISSION STREET, 3RD FLOOR		San Francisco	CA	94105	Order Form for Strategic Partners, Inc. Quote Number: Q-02222926	Careismatic Brands, LLC	6/15/2024
Software Agreement	salesforce.com, inc	415 MISSION STREET, 3RD FLOOR		San Francisco	CA	94105	Order Form for Strategic Partners, Inc. Quote Number: Q-02877352	Careismatic Brands, LLC	6/15/2024
Software Agreement	salesforce.com, inc	415 MISSION STREET, 3RD FLOOR		San Francisco	CA	94105	Order Form for Strategic Partners, Inc. Quote Number: Q-03126322	Careismatic Brands, LLC	6/15/2024
Software Agreement	salesforce.com, inc	415 MISSION STREET, 3RD FLOOR		San Francisco	CA	94105	Order Form for Strategic Partners, Inc. Quote Number: Q-03207558	Careismatic Brands, LLC	6/15/2024
Software Agreement	salesforce.com, inc	415 MISSION STREET, 3RD FLOOR		San Francisco	CA	94105	Order Form for Strategic Partners, Inc. Quote Number: Q-03271786	Careismatic Brands, LLC	6/15/2024
Software Agreement	salesforce.com, inc	415 MISSION STREET, 3RD FLOOR		San Francisco	CA	94105	Order Form for Strategic Partners, Inc. Quote Number: Q-03293065	Careismatic Brands, LLC	6/15/2024
Software Agreement	salesforce.com, inc	415 MISSION STREET, 3RD FLOOR		San Francisco	CA	94105	Order Form for Strategic Partners, Inc. Quote Number: Q-03529176	Careismatic Brands, LLC	6/15/2024
Software Agreement	salesforce.com, inc	415 MISSION STREET, 3RD FLOOR		San Francisco	CA	94105	Contract no. 2705474	Careismatic Brands, LLC	6/15/2024
Software Agreement	salesforce.com, inc	415 MISSION STREET, 3RD FLOOR		San Francisco	CA	94105	Contract no. 2441442 219626	Careismatic Brands, LLC	6/15/2024
Consulting Agreement	SAMANTHA NOYES DESIGN, LLC	222 Se Adler Street		Portland	OR	97214	Independent Contractor/Proprietary Information/Assignment of Inventions Agreement	Careismatic Brands, LLC	6/15/2024
Professional Services	Sandler, Travis & Rosenberg, P.A.	5835 Blue Lagoon Dr Ste 200		Miami	FL	33126	Independent Contractor/Proprietary Information/Assignment of Inventions Agreement	Careismatic Brands, LLC	6/15/2024
Consulting Agreement	SANDRA ROBBINS	6311 VALLEY VIEW ROAD		ROCKERS	AR	72758	Independent Contractor/Proprietary Information/Assignment of Inventions Agreement	Careismatic Brands, LLC	6/15/2024
Consulting Agreement	SANDY CHO	26061 Shadow Rock Lane		Valencia	CA	91381	Independent Contractor/Proprietary Information/Assignment of Inventions Agreement	Careismatic Brands, LLC	6/15/2024
License Agreement	Servis, Inc.	2050 West 190th Street, Suite 205		Torrance	CA	90504	Merchandise License Agreement dated June 1, 2018 (34049 - MIA2018025) and amended June 23, 2020 (AM 1) and Second Amendment dated 6/29/2021	Careismatic Brands, LLC	6/15/2024
Service Agreement	Securitas Technology Corporation	8350 SUNLIGHT DRIVE		FISHERS	IN	46037	Schedule of Service and Protection	Careismatic Brands, LLC	6/15/2024
Service Agreement	Securitas Technology Corporation	8350 SUNLIGHT DRIVE		FISHERS	IN	46037	Schedule of Service and Protection	Careismatic Brands, LLC	6/15/2024
Service Agreement	Securitas Technology Corporation	8350 SUNLIGHT DRIVE		FISHERS	IN	46037	Schedule of Service and Protection	Careismatic Brands, LLC	6/15/2024
Service Agreement	Securitas Technology Corporation	8350 SUNLIGHT DRIVE		FISHERS	IN	46037	Schedule of Service and Protection	Careismatic Brands, LLC	6/15/2024
Service Agreement	Securitas Technology Corporation	8350 SUNLIGHT DRIVE		FISHERS	IN	46037	Master Service Agreement	Careismatic Brands, LLC	6/15/2024
Service Agreement	Securitas Technology Corporation	8350 SUNLIGHT DRIVE		FISHERS	IN	46037	INSTALLATION AND SERVICE AGREEMENT, EFFECTIVE 2/8/2023	Careismatic Brands, LLC	6/15/2024
Equipment Agreement	Sharp Electronics Corporation	100 PARAGON DR		MONTVALE	NJ	07645	VALUE LEASE AGREEMENT	Medallia, LLC	6/15/2024
Equipment Agreement	Sharp Electronics Corporation	100 PARAGON DR		MONTVALE	NJ	07645	CUSTOMER CARE MAINTENANCE AGREEMENT	Medallia, LLC	6/15/2024
Equipment Agreement	Sharp Electronics Corporation	100 PARAGON DR		MONTVALE	NJ	07645	CUSTOMER CARE MAINTENANCE AGREEMENT	Medallia, LLC	6/15/2024
Consulting Agreement	SHAWN BESHNA	610 LANTANA STREET	#63	CAMARILLO	CA	93010	CONSULTING AGREEMENT/PROPRIETARY INFORMATION/ASSIGNMENT OF INVENTIONS AGREEMENT	Careismatic Brands, LLC	6/15/2024
Service Agreement	Sherry D. Thomas	43124 N Verde St		Tacoma	WA	98407	Independent Contractor/Proprietary Information/Assignment of Inventions Agreement	Careismatic Brands, LLC	6/15/2024
Consulting Agreement	SILVERSTOCKS, INC.	100 COVENTRY WAY		HELIAND	IL	62249	Independent Contractor/Proprietary Information/Assignment of Inventions Agreement	Careismatic Brands, LLC	6/15/2024
Repurchase Agreement	Singer Family Trust	4020 Prado Del Tripo		Calabasas	CA	91302	REPURCHASE AGREEMENT	CBI Parent, L.P.	6/15/2024
Professional Services	Skadden, Arps, Slate, Meagher & Flom LLP	PO Box 1764		White Plains	NY	10602	License Agreement	Careismatic Brands, LLC	6/15/2024
Professional Services	Skadden, Arps, Slate, Meagher & Flom LLP	PO Box 1764		White Plains	NY	10602	License Agreement	Careismatic Brands, LLC	6/15/2024
License Agreement	SOPIA VERGARA ENTERPRISES, INC.	2601 S. BAYSHORE DRIVE, SUITE 235		MIAMI	FL	33133	LICENSE AGREEMENT	Careismatic Brands, LLC	6/15/2024
Service Agreement	SPS Commerce, Inc.	333 S 7TH ST STE 1000		MINNEAPOLIS	MN	55402	EDI Testing Contract dated 8/27/2012	Careismatic Brands, LLC	6/15/2024
Purchase Agreement	SUE ENERGY RESOURCES NA, INC.	1950 POST OAK BLVD		HOUSTON	TX	77056	SALES CONTRACT/TEXAS FUELED PRICE RTC	Strategic Distribution, L.P.	6/15/2024
Consulting Agreement	SUPERREDAO	8190 BARKER CYPRESS ROAD 1900	SUITE #102	CYPRESS	TX	77433	CONSULTING AGREEMENT/PROPRIETARY INFORMATION/ASSIGNMENT OF INVENTIONS AGREEMENT	Careismatic Brands, LLC	6/15/2024
Service Agreement	TEALUM INC.	DEPT CH 19762		PALATINE	IL	60055-9762	TEALUM SERVICE ORDER	AllHearts, LLC	6/15/2024
Service Agreement	The Allen Company	712 E Main St		Blanchester	OH	45107	Code Happy Store Vendor Agreement	Careismatic Brands, LLC	6/15/2024
Lease	THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY	9400 CORBIN AVENUE		NORTHBRIDGE	CA	91324	LEASE CONTRACT	Careismatic Brands, LLC	6/15/2024
Lease	THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY	9400 CORBIN AVENUE		NORTHBRIDGE	CA	91324	LEASE CONTRACT	Careismatic Brands, LLC	6/15/2024
Lease	THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY	9400 CORBIN AVENUE		NORTHBRIDGE	CA	91324	LEASE CONTRACT	Careismatic Brands, LLC	6/15/2024
Lease	THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY	9400 CORBIN AVENUE		NORTHBRIDGE	CA	91324	LEASE CONTRACT	Careismatic Brands, LLC	6/15/2024
Service Agreement	The Parker Avery Group	3225 Shallowford Rd Ste 310		Marietta	GA	30062	Logility Platform Implementation for Careismatic Brands	Careismatic Brands, LLC	6/15/2024
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Service Agreement	The Parker Avery Group	3225 Shallowford Rd Ste 310		Marietta	GA	30062	Logility Platform Implementation for Careismatic Brands	Careismatic Brands, LLC	6/15/2024
Service Agreement	The Parker Avery Group	3225 Shallowford Rd Ste 310		Marietta	GA	30062	Logility Platform Implementation for Careismatic Brands	Careismatic Brands, LLC	6/15/2024
Service Agreement	The Parker Avery Group	3225 Shallowford Rd Ste 310		Marietta	GA	30062	Logility Platform Implementation for Careismatic Brands	Careismatic Brands, LLC	6/15/2024
License Agreement	The Pokémon Company International, Inc.	10400 NE 4th Street,	Suite 2800	Bellevue	WA	98004	FIRST AMENDMENT TO THE Exhibit A	Careismatic Brands, LLC	6/15/2024
Service Agreement	The Vertical Collective, LLC	116 South Catalina Avenue		119 Redondo Beach	CA	90277	Vendor Agreement/Assignment of Inventions Agreement	Careismatic Brands, LLC	6/15/2024

Category	Contract Counterparty	Address 1	Address 2	CITY	STATE	ZIP	Contract Description	Legal Entity	Reject Date
Service Agreement	Zellers Inc.	8495 Tamken Road		Massauga	ON	L5T 2X7	Master merchandise vendor agreement	Careismatic Brands, LLC	6/15/2024
Service Agreement	Zerolog Communications, Inc.	289 S. Robertson Blvd.	#441	Beverly Hills	CA	90211	Master Services Agreement	Careismatic Brands, LLC	6/15/2024